

# **EXHIBIT 1**

## **PLAINTIFF'S PERSONNEL FORM**

|   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |                                    |                    |  |       |  |  |  |  |
|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|------------------------------------|--------------------|--|-------|--|--|--|--|
| EMPLOYEE NAME<br><i>Thomas A. Schneider</i> |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    | EMPLOYMENT DATE<br><i>02/01/99</i> |                    |  |       | STATUS <i>REGULAR</i><br><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY |  |  |  |
| YEARS OF SERVICE                            | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22                                 | SECURITY CLEARANCE |  | LEVEL | DATE GRANTED   |  |  |  |

### PAYROLL DATA

|                              |                            |                 |   |  |                |  |                |  |                 |  |
|------------------------------|----------------------------|-----------------|---|--|----------------|--|----------------|--|-----------------|--|
| BIRTHDATE<br><i>03-21-40</i> |                            | SEX<br><i>M</i> | SOCIAL SECURITY NO.<br><i>276-36-2079</i> |  | MARITAL STATUS |  | NAME OF SPOUSE |  | NO. OF CHILDREN |  |
| FEDERAL WITHHOLDING:         | EXEMPTIONS CLAIMED         |                 |   |  |                |  |                |  |                 |  |
|                              | ADDITIONAL AMOUNT WITHHELD |                 |   |  |                |  |                |  |                 |  |

|              |               |             |                |                  |               |             |                |
|--------------|---------------|-------------|----------------|------------------|---------------|-------------|----------------|
|              | DATE ELIGIBLE | DATE JOINED | DATE WITHDRAWN | INSURANCE        | DATE ELIGIBLE | DATE JOINED | DATE WITHDRAWN |
| UNION STATUS |               |             |                | LIFE             |               |             |                |
| PENSION PLAN |               |             |                | MEDICAL - SELF   |               |             |                |
| CREDIT UNION |               |             |                | DEP.             |               |             |                |
|              |               |             |                | MAJ. MED. - SELF |               |             |                |
|              |               |             |                | DEP.             |               |             |                |

### GENERAL INFORMATION

|                                      |                      |                      |                     |                         |
|--------------------------------------|----------------------|----------------------|---------------------|-------------------------|
| ADDRESS<br><i>1779 PATRICK DRIVE</i> | CITY<br><i>Cinti</i> | STATE<br><i>Ohio</i> | ZIP<br><i>45204</i> | PHONE<br><i>251-265</i> |
| ADDRESS                              | CITY                 | STATE                | ZIP                 | PHONE                   |
| ADDRESS                              | CITY                 | STATE                | ZIP                 | PHONE                   |
| ADDRESS                              | CITY                 | STATE                | ZIP                 | PHONE                   |

|                     |              |      |       |     |       |
|---------------------|--------------|------|-------|-----|-------|
| IN EMERGENCY NOTIFY | RELATIONSHIP | CITY | STATE | ZIP | PHONE |
|                     | RELATIONSHIP | CITY | STATE | ZIP | PHONE |

|   |       |              |       |              |
|---|-------|--------------|-------|--------------|
| RELATIVES OR FRIENDS EMPLOYED BY THIS CO. | NAMES | RELATIONSHIP | NAMES | RELATIONSHIP |
|   |       |              |       |              |

|           |                                 |                            |
|-----------|---------------------------------|----------------------------|
| EDUCATION | ELEM. _____ JHS _____ SHS _____ | SPECIAL SKILLS OR TRAINING |
|           | COLLEGE 1 2 3 4 MAJOR _____     |                            |
|           | OTHER _____                     |                            |

### TERMINATION RECORD

|  |                                 |
|--|---------------------------------|
| <input type="checkbox"/> RESIGNATION                     | REASON                          |
| DATE _____   |                                 |
| <input checked="" type="checkbox"/> DISMISSAL            | REASON                          |
| DATE <i>3/26/01</i>                                      | <i>Lay-off due to cut-backs</i> |
| RECOMMENDED FOR RE-EMPLOYMENT                            | REASON                          |
| <input type="checkbox"/> YES <input type="checkbox"/> NO |                                 |

## **EXHIBIT 2**

# **HEATHER MEECE'S PERSONNEL FORM**

# CONFIDENTIAL EMPLOYEE HISTORY

|  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |                                    |    |    |                    |   |              |  |  |
|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|------------------------------------|----|----|--------------------|---|--------------|--|--|
| EMPLOYEE NAME<br><i>HEATHER M. MEECE</i> |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    | EMPLOYMENT DATE<br><i>11-15-99</i> |    |    |                    | STATUS<br><input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY |              |  |  |
| YEARS OF SERVICE                         | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24                                 | 25 | 26 | SECURITY CLEARANCE | LEVEL   | DATE GRANTED |  |  |

## PAYROLL DATA

|                              |  |                                |  |  |                            |  |  |  |                 |  |
|------------------------------|--|--------------------------------|--|--|----------------------------|--|--|--|-----------------|--|
| BIRTHDATE<br><i>11/08/73</i> |  | SEX<br><i>F</i>                | SOCIAL SECURITY NO.<br><i>403-35-3255</i>  |  | MARITAL STATUS<br><i>M</i> |  | NAME OF SPOUSE<br><i>DONALD R. MEECE</i> |  | NO. OF CHILDREN |  |
| FEDERAL WITHHOLDING:         |  | EXEMPTIONS CLAIMED<br><i>0</i> | ADDITIONAL AMOUNT WITHHELD<br><i>10.00</i> |  |                            |  |  |  |                 |  |

|              |               |             |                |                  |               |             |                |
|--------------|---------------|-------------|----------------|------------------|---------------|-------------|----------------|
|              | DATE ELIGIBLE | DATE JOINED | DATE WITHDRAWN | INSURANCE        | DATE ELIGIBLE | DATE JOINED | DATE WITHDRAWN |
| UNION STATUS |               |             |                | LIFE             |               |             |                |
| PENSION PLAN |               |             |                | MEDICAL - SELF   |               |             |                |
| CREDIT UNION |               |             |                | DEP.             |               |             |                |
|              |               |             |                | MAJ. MED. - SELF |               |             |                |
|              |               |             |                | DEP.             |               |             |                |

## GENERAL INFORMATION

|   |                         |                      |                     |                          |
|---|-------------------------|----------------------|---------------------|--------------------------|
| ADDRESS<br><i>218 COUNTRY TRACE DRIVE</i> | CITY<br><i>HARRISON</i> | STATE<br><i>Ohio</i> | ZIP<br><i>45030</i> | PHONE<br><i>202-1828</i> |
| ADDRESS                                   | CITY                    | STATE                | ZIP                 | PHONE                    |
| ADDRESS                                   | CITY                    | STATE                | ZIP                 | PHONE                    |
| ADDRESS                                   | CITY                    | STATE                | ZIP                 | PHONE                    |

|                     |              |      |       |     |       |
|---------------------|--------------|------|-------|-----|-------|
| IN EMERGENCY NOTIFY | RELATIONSHIP | CITY | STATE | ZIP | PHONE |
|                     | RELATIONSHIP | CITY | STATE | ZIP | PHONE |

|   |       |              |       |              |
|---|-------|--------------|-------|--------------|
| RELATIVES OR FRIENDS EMPLOYED BY THIS CO. | NAMES | RELATIONSHIP | NAMES | RELATIONSHIP |
|   |       |              |       |              |

|           |         |     |     |                            |   |   |       |
|-----------|---------|-----|-----|----------------------------|---|---|-------|
| EDUCATION | ELEM.   | JHS | SHS | SPECIAL SKILLS OR TRAINING |   |   |       |
|           | COLLEGE | 1   | 2   |                            | 3 | 4 | MAJOR |
|           | OTHER   |     |     |                            |   |   |       |

## TERMINATION RECORD

|  |                        |
|--|------------------------|
| <input type="checkbox"/> RESIGNATION                     | REASON                 |
| DATE   |                        |
| <input checked="" type="checkbox"/> DISMISSAL            | REASON                 |
| DATE <i>1/18/02</i>                                      | <i>Lay-off 1/18/02</i> |
| RECOMMENDED FOR RE-EMPLOYMENT                            | REASON                 |
| <input type="checkbox"/> YES <input type="checkbox"/> NO |                        |

HEATHER M. MEECE

EMPLOYEE NAME

PAYROLL NUMBER

79

(over)

## **EXHIBIT 3**

# **CENTRAL STATES TRUST AGREEMENT**

TRUST AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS  
PENSION FUND

AS AMENDED THROUGH FEBRUARY 28, 2003

REVISED AND AMENDED TRUST AGREEMENT FOR  
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND

This AGREEMENT and DECLARATION of TRUST, made and entered into this sixteenth day of March, 1955 by and between CENTRAL CONFERENCE OF TEAMSTERS, SOUTHERN CONFERENCE OF TEAMSTERS, and their affiliated Local Unions, hereinafter referred to collectively as the "UNION", and the SOUTHERN MOTOR CARRIERS LABOR RELATIONS ASSOCIATION; MOTOR CARRIERS EMPLOYERS CONFERENCE - CENTRAL STATES; CARTAGE EMPLOYERS MANAGEMENT ASSOCIATION; CLEVELAND DRAYMEN ASSOCIATION, INC.; and NORTHERN OHIO MOTOR TRUCK ASSOCIATION, INC.; for and on behalf of themselves, their constituent members; and such other Employers who are or may become parties hereto, hereinafter collectively referred to as the "EMPLOYER", and the individual Trustees, hereinafter referred to as the "TRUSTEES", selected as hereinafter described, accepting the Trust obligations herein declared:

W I T N E S S E T H:

WHEREAS, the Union and the Employer believe that it is in the best interest of the Employees of such Employer represented by the Union, and the families and dependents of such Employees, to provide for retirement benefits and for that purpose to establish a Trust Fund as hereinafter provided; and

WHEREAS, the Union and the Employer have heretofore entered into collective bargaining agreements under the terms of which it is provided that the Employer shall contribute certain agreed-upon sums of money therein set forth to a Pension Fund, which shall be known as the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND; and

WHEREAS, Employee Trustees and Employer Trustees have been designated as the Trustees of the Trust in accordance with the provisions of such Agreement.

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the Union and the Employer hereby accept and adopt all of the provisions herein contained, and the Trustees declare that they will receive and hold the contributions and any other money or property which may come into their hands as Trustees (all such contributions, money and property being hereinafter referred to as "the Trust Fund"), with the powers and duties, uses, and purposes as hereinafter set forth, to-wit:

ARTICLE I  
DEFINITION OF TERMS

Sec. 1. **Employer** - The term "Employer" as used herein shall mean any employer who is bound by a collective bargaining agreement with the Union, or any employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by this Agreement.

Sec. 2. **Union** - The term "Union" as used herein shall mean those Local Unions which the Board of Trustees determines to have been the affiliated Local Unions of the Central Conference of Teamsters and the Southern Conference of Teamsters when those two conferences were dissolved in or around June, 1994, and such other unions as the Trustees may agree upon, provided that all such determinations by the Board of Trustees shall be binding upon all participants and beneficiaries of the Fund and upon all other entities having or claiming any interest in the Fund.

Sec. 3. **Employee** - The term "Employee" as used herein shall include:

- (a) A person who is employed under the terms and conditions of a collective bargaining agreement entered into between an Employer as herein defined and a Union as herein defined, and on whose behalf payments are required by such collective bargaining agreement or applicable law to be made to the Fund by the Employer; or
- (b) All persons employed by the Union, upon being proposed by the Union and after acceptance by the Trustees; and as to such Union personnel the Union shall be considered an Employer solely for the purposes of contributions within the meaning of this Agreement and Declaration of the Trust and shall, on behalf of such personnel, make payments to the Trust at the times and at the rate of payment equal to that made by any other Employer who is a party to the Trust for the same benefits; or
- (c) All persons employed by the Central States, Southeast and Southwest Areas Pension Fund or Central States, Southeast and Southwest Areas Health and Welfare Fund upon acceptance by the Trustees; and as to such Trust personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of this Agreement and Declaration of Trust and shall, on behalf of such personnel, make payments to the Trust at the times and at the rate of payment equal to that made by any other Employer who is a party to the Trust for the same benefits.
- (d) All persons who are Trustees of Central States, Southeast and Southwest Areas Pension Fund or Central States,

Southeast and Southwest Areas Health and Welfare Fund upon acceptance by the Trustees, as hereinafter defined; and on behalf of such persons who are Trustees, their Employers shall make or be presently required to make contributions to the Trust at the times and at the rate of payment equal to that required by any other Employer who is a party to the Trust for the same benefits.

- (e) In all instances the common law test or the applicable statutory definition of master-servant relationship shall control employee status;
- (f) The continuation of employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

**Sec. 4. Trustees** - The term "Trustees" or "Board" as used herein shall mean the Trustees designated in this Agreement and Declaration of Trust together with their successors designated and appointed in accordance with the terms of this Agreement.

**Sec. 5. Trust Fund or Fund** - The term "Trust Fund" or "Fund" as used herein shall refer to all property of whatever nature which shall be in said Trust created by this Agreement.

**Sec. 6. Employer Contributions** - The term "Employer Contributions" as used herein shall mean payments made by Employers to the Trust Fund herein created.

## ARTICLE II CREATION OF TRUST FUND AND BOARD OF TRUSTEES

**Sec. 1. Designation** - The Union and the Employer hereby create and establish, with the Trustees herein provided for, a Trust to be known as the **Central States, Southeast and Southwest Areas Pension Fund** which shall be comprised of assets derived from Employer Contributions made pursuant to the collective bargaining agreement between the parties (plus any additional sum or sums from Employer Contributions which may hereafter be agreed upon by the Employers and the Union set forth in written collective bargaining agreements), together with all insurance and annuity contracts (including dividends, refunds, or other sums payable to the Trustees on account of such insurance and annuity contracts) and all investments made and held by the Trustees on account of such insurance and annuity contracts, all investments made and held by the Trustees, all moneys received by the Trustees as contributions or as income from investments made and held by the Trustees or otherwise, and any other property received and held by the Trustees for the uses, purposes, and trusts set forth in this Agreement and Declaration of Trust, where any of the foregoing is derived from the Employer Contributions.

Sec. 2. Board of Trustees - There is hereby created a Board of Trustees consisting of five (5) persons representative of the Employers and five (5) persons representative of the Employees.

The Employer Trustees shall be designated as follows: two (2) Trustees shall be designated by Motor Carriers Employers Conference - Central States; and one (1) Trustee shall be designated by each of the following entities: Southern Motor Carriers Labor Relations Association, Inc.; Cartage Employers Management Association; and United Parcel Service of America, Inc. The initial designation and appointment of an Employer Trustee by United Parcel Service of America, Inc. shall be made during April, 1998, for a term of office that will commence on June 1, 1998, and expire on March 31, 2004.

The Employee Trustees shall be designated as follows:

- A. The designation and appointment of each of the four Employee Trustees' that was made before March 30, 1998, and that is in effect on March 30, 1998, will remain in effect until expiration of the term of office of such appointed Employee Trustee, except in the event of a vacancy.
- B. The initial designation and appointment of a fifth Employee Trustee shall be made by the Central Trustee Appointment Board during April, 1998, for a term of office that will commence on June 1, 1998, and expire on March 31, 2004.
- C. Each designation and appointment of an Employee Trustee for a term of office that begins on or after April 1, 2000, and for an unexpired term in the event of any vacancy, shall be made, on behalf and as representative of the Union, by the Central Trustee Appointment Board or the Southern Trustee Appointment Board as appointing authority, for terms of office hereinafter specified in this Section 2 of Article II of this Agreement.

In accordance with prior amendments of this Agreement, the term of office of each Trustee is a multi-year period, subject to reappointment of the same Trustee or appointment of another Trustee by the appointing entity at the end of such multi-year period, and also subject to appointment of a Successor Trustee pursuant to Section 5 of Article II of this Agreement. The multi-year period of every such appointment and reappointment of a Trustee shall be five (5) years, commencing on April 1 of 2000 and of each year thereafter. The terms of office of one Employer Trustee and one Employee Trustee will expire on March 31 of each year, commencing on March 31, 2000.

Upon expiration of the term of office of an Employee Trustee on March 31 of each of 2000, 2002, 2003 and 2004 (and on March 31 of every fifth year after each such year), the Central Trustee Appointment Board shall designate and appoint an Employee Trustee

to serve for a five-year term of office that will commence, respectively, on April 1 of 2000, 2002, 2003 and 2004 (and on April 1 of every fifth year after such year), which designation and appointment will be made in accordance with procedures established by the Board of Trustees. Upon expiration of the term of office of an Employee Trustee on March 31, 2001 (and on March 31 of every fifth year after 2001), the Southern Trustee Appointment Board shall designate and appoint an Employee Trustee to serve for a five-year term of office that will commence on April 1, 2001 (and on April 1 of every fifth year after 2001), which designation and appointment will be made in accordance with procedures established by the Board of Trustees. The authority and responsibility of the Central Trustee Appointment Board and the Southern Trustee Appointment Board, including procedures for appointment of the members of each such board and procedures for each such board's appointment of Employee Trustees, shall be established by the Board of Trustees (with appropriate abstentions), which shall be solely authorized and responsible to determine with finality whether or not any individual has been duly appointed as a member of the Central Trustee Appointment Board or the Southern Trustee Appointment Board in accordance with such procedures, to determine with finality whether or not any Employee Trustee has been duly designated and appointed in accordance with such procedures (after December 31, 1994), and to determine with finality the binding interpretation and/or resolution of all questions, objections, challenges and disputes that relate to application of such procedures.

**Sec. 3. Term of Trustees** - Each Trustee shall serve until expiration of his term of office established in accordance with Section 2 of Article II of this Agreement or until, on a date prior to expiration of his term of office, he shall die, become incapable of acting hereunder, resign, become disqualified for the position under applicable law or under Section 9 of Article XIV of this Agreement, or be removed as herein provided.

**Sec. 4. Manner of Acting in Event of Deadlock** - In the event a deadlock develops between the Employer and Employee Trustees, or between the Trustees, the Trustees shall appoint a neutral party empowered to break such deadlock within a reasonable length of time. Such neutral party may be appointed in advance of any such deadlock. In the event the Trustees are unable to agree upon a neutral party, or in the event such neutral party is unable to act, either the Employer or the Employee Trustees may petition the District Court of the United States for the Northern District of Illinois, Eastern Division, for appointment of a neutral person, as provided in Section 302(c) of the Labor Management Relations Act of 1947, as amended.

**Sec. 5. Vacancy in Board of Trustees** - In case of vacancies by death, legal incapacity, resignation or otherwise of the Employer Trustees or Employee Trustees, a successor thereto shall be appointed as provided in Article II, Section 2 hereof. Any Trustee or Trustees shall have the right to resign on written

notice to the remaining Trustees, and to the Executive Director; said notice shall specify the effective date of such resignation, which shall be no later than fifteen (15) days after said notice is received by the Executive Director, except that said resignation shall in any event become effective no later than appointment of, and acceptance of appointment by, a Successor Trustee, in accordance with Article II, Section 7 of this Agreement.

**Sec. 6. Removal of Trustees** - Any Employer Trustee may be removed, with cause, at any time by the Employer association or group appointing such Employer Trustee; in the event of such removal of such Employer Trustee, the Employer association or group removing such Trustee shall appoint a Successor Trustee. Any Employee Trustee may be removed, with cause, at any time by the board (either the Central Trustee Appointment Board or the Southern Trustee Appointment Board) which, in accordance with Section 2 of Article II of this Agreement, is the appointing authority upon any vacancy in, or term expiration of, the Employee Trustee position then held by the Employee Trustee being removed. The Trustees shall also have the authority and duty to act to remove a Trustee holding office in violation of law.

**Sec. 7. Designation of Successor Trustee** - In the event of a vacancy under either Section 5 or Section 6 above, the Successor Trustee shall be designated in writing by the appointing authority, and such Successor Trustee shall accept such appointment in writing in a form satisfactory to the Trustees. The term of office of any Successor Trustee appointed during an unexpired term of his predecessor Trustee shall be the remainder of that unexpired term. Both the designation and acceptance shall be filed with the Executive Director of the Fund.

**Sec. 8. Limitation of Liability of Trustees** - No Trustee shall be liable or responsible for any acts or defaults of any co-Trustee, any other fiduciary, any party-in-interest or any other person except in accordance with applicable law.

**Sec. 9. Office of the Fund** - The sole and principal office of the Fund shall be in Rosemont, Illinois, for the transaction of business of the Fund, the exact location of which is to be made known to the parties interested in such Fund. At such office, and at such other places as may be required by law, there shall be maintained all, or any of, the books and records pertaining to the Fund and its administration.

**Sec. 10. No One is Agent Without Written Authority** - No individual or person may act as agent for the Fund unless specifically authorized in writing by the Trustees. No Employer or Union nor any representative of any Employer or Union, in such capacity, is authorized to interpret the Pension Plan, nor can any such person act as agent of the Trustees. Only the Board of Trustees is authorized to interpret the Pension Plan within the scope of its authority.

ARTICLE III  
CONTRIBUTIONS AND COLLECTIONS

Sec. 1. Amount of Contributions - Each Employer shall remit continuing and prompt contributions to the Trust Fund as required by the applicable collective bargaining agreement to which the Employer is a party, applicable law and all rules and requirements for participation by Employers in the Fund as established and interpreted by the Trustees in accordance with their authority. The Trustees are authorized to reject any collective bargaining agreement of an Employer (and all contributions from the Employer) whenever they determine either that the agreement is unlawful and/or inconsistent with any rule or requirement for participation by Employers in the Fund and/or that the Employer is engaged in one or more practices or arrangements that threaten to cause economic harm to, and/or impairment of the actuarial soundness of, the Fund (including but not limited to any arrangement in which the Employer is obligated to make contributions to the Trust Fund on behalf of some but not all of the Employer's bargaining unit employees, and any arrangement in which the Employer is obligated to make contributions to the Trust Fund at different contribution rates for different groups of the Employer's bargaining unit employees). Any such rejection by the Trustees of a collective bargaining agreement shall be effective as of the date determined by the Trustees (which effective date may be retroactive to the initial date of the term of the rejected agreement) and shall result in the termination of the Employer and all Employees of the Employer from further participation in the Fund on and after such effective date. Upon execution of each new or successive collective bargaining agreement, including but not limited to interim agreements and memoranda of understanding between the parties, each Employer shall promptly submit such contract by certified mail to the:

Contracts Department  
Central States, Southeast and  
Southwest Areas Pension Fund  
9377 West Higgins Road  
Rosemont, Illinois 60018-4938.

Any agreement or understanding between the parties that in any way alters or affects the Employer's contribution obligation as set forth in the collective bargaining agreement shall be submitted promptly to the Fund in the same manner as the collective bargaining agreement; any such agreement or understanding between the parties that has not been disclosed to the Fund as required by this paragraph shall not be binding on the Trustees and shall not affect the terms of the collective bargaining agreement which alone shall be enforceable. The obligation to make such contributions shall continue during periods when the collective bargaining agreement is being negotiated, but such contributions shall not be required in case of strike after contract termination, unless the parties mutually agree otherwise.

Sec. 2. Time of Payment - The Trustees shall, by regulation, fix the time for payment of contributions and shall send a copy of such regulations to each Employer required to contribute.

Sec. 3. Receipt of Payment and Other Property of Trust - The Trustees are hereby designated as the persons to receive the payments heretofore or hereafter made by the Employers to the Trust Fund, and the Trustees are hereby vested with all right, title and interest in and to such moneys and all interest accrued thereon, and are authorized to receive and be paid the same. The Trustees agree to receive all such payments, deposits, moneys, insurance and annuity contracts, and other assets and properties described or referred to in Article II and this Article, and to hold same in Trust hereunder for the uses and purposes of the Trust herein created.

Sec. 4. Collections and Enforcement of Payment - The Trustees, or such committee of the Trustees as the Board of Trustees shall appoint, or the Executive Director when directed by such committee or by the Trustees, shall have the power to demand and collect the contributions of the Employers to the Fund. Said Board of Trustees shall take such steps, including the institution and prosecution of, and intervention in, any legal proceedings as the Trustees in their discretion deem in the best interest of the Fund to effectuate the collection or preservation of contributions or other amounts which may be owed to the Trust Fund, without prejudice, however, to the rights of the Union to take whatever steps which may be deemed necessary for such purpose. The Trustees are authorized to receive all Employer Contributions and apply such contributions in the best interest of the Fund. Nothing herein shall give any Employer the right to designate how any contributions shall be applied.

Sec. 5. Production of Records - Each Employer shall promptly furnish to the Trustees, upon reasonable demand, the names and current addresses of its Employees, their Social Security numbers, the hours worked by each Employee and past industry employment history in its files and such other information as the Trustees may reasonably require in connection with the administration of the Trust. The Trustees may, by their representatives, examine the pertinent records of each Employer at the Employer's place of business whenever such examination is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust. All Employers shall annually furnish to the Trustees, if requested by them, a statement showing whether:

- (a) the organization is a corporation and the names of all of its officers;
- (b) if not a corporation, a certificate stating that it is either a partnership or an individual proprietorship and the names of the partners or the name of the individual proprietor.

The Union will comply with any reasonable request of the Trustees to examine those records of the Union which may indicate the employment record of any Employee whose status is in dispute.

Sec. 6. Whenever the Trustees exercise their authority to reject a collective bargaining agreement of an Employer and effect the termination of the Employer and all Employees of the Employer from further participation in the Fund on and after an effective date determined by the Trustees, and there is related litigation to which the Trustees (or any of the Trustees) and/or the Fund and the Employer are parties (regardless of which entity or entities commenced the litigation), the Trustees and the Fund, at the conclusion of the litigation by judgment or settlement (except by a judgment that in effect invalidates the Trustees' rejection of the collective bargaining agreement), shall be entitled to recover from the Employer a payment in the amount of the attorneys' fees and litigation costs incurred by the Trustees and/or the Fund in the course of the litigation.

#### ARTICLE IV POWERS AND DUTIES OF TRUSTEES

Sec. 1. The Trustees shall have authority to control and manage the operation and administration of the Trust in accordance with applicable law.

Sec. 2. The Trustees shall hold, manage, care for, and protect the Trust Fund and collect the income therefrom and contributions thereto, except to the extent that any of these functions or responsibilities are assigned to another entity or entities pursuant to any provision of this Article.

Sec. 3.

- (a) The Trustees appoint Goldman, Sachs & Co. (hereinafter identified as "Goldman Sachs") and J.P. Morgan Investment Management Inc. (hereinafter identified as "J.P. Morgan") each as a Named Fiduciary of the Fund as defined in Section 402 of the Employee Retirement Income Security Act of 1974, with such rights, powers, authority, duties and responsibilities as are stated in an agreement with each such Named Fiduciary (each agreement hereinafter collectively identified as a "Named Fiduciary Agreement"), an agreement which was entered into by the Trustees with Goldman Sachs as of May 1, 1999, and by the Trustees with J.P. Morgan as of September 1, 1999, and as are stated in a Consent Decree (hereinafter identified as "the Consent Decree") entered September 22, 1982, as heretofore and hereafter amended. The appointment of each of Goldman Sachs and J.P. Morgan as a Named Fiduciary of the Fund shall remain effective until termination or resignation in accordance with the Named

Fiduciary Agreement to which Goldman Sachs or J.P. Morgan is a party.

- (b) Each Investment Manager appointed by Goldman Sachs or J.P. Morgan in its capacity as a Named Fiduciary of the Fund shall have the power and authority, in its sole discretion, to invest and reinvest the principal and income of the Trust Fund, delegated to it for management, in such securities, common and preferred stock, mortgages, notes, real estate or other property as shall be permissible investments in accordance with applicable law and agreements, and may sell or otherwise dispose of such securities or property at any time and from time to time as it determines to be in accordance with its fiduciary obligations.
- (c) With respect to all assets of the Fund, except those assets which are then subject to the exercise by Goldman Sachs or J.P. Morgan of its rights, powers, authority, duties and responsibilities as a Named Fiduciary of the Fund, the Trustees shall have the power and authority, in its sole discretion, to invest and reinvest all or any part of the Trust Fund in such securities and other property as shall be permissible investments by them in accordance with applicable law, and may sell or otherwise dispose of such securities or other property at any time and from time to time as they determine to be in accordance with their fiduciary obligations.
- (d) The overall investment policy objective of the Fund is to invest and manage the assets of the Trust Fund in a prudent and conservative yet productive manner, in order to enhance the ability of the Fund to meet its obligations to participants and beneficiaries. Subject to the overall investment policy objective of the Fund, Goldman Sachs and J.P. Morgan each shall develop the short-term and long-term investment objectives and policies of the Fund for the assets of the Fund for which it is responsible, in accordance with the Consent Decree, after consultation with the Trustees and with appropriate regard for the actuarial requirements of the Fund.

Sec. 4. With respect to all assets of the Fund, except those assets which are then subject to the exercise by Goldman Sachs or J.P. Morgan of its rights, powers, authority, duties and responsibilities as a Named Fiduciary of the Fund, any part of the Trust Fund which is not invested shall be deposited by the Trustees in such depository or depositories as the Trustees shall from time to time select and any such deposit or deposits, or disbursements therefrom, shall be made in the name of the Trust in the manner designated by the Trustees and upon the signature(s) designated by the Trustees.

Sec. 5. The Trustees shall keep true and accurate books of account and a record of all their transactions.

Sec. 6. The Trustees shall engage one or more independent qualified public accountants and enrolled actuaries to perform all services required by and in accordance with applicable law and such other services as the Trustees deem necessary.

Sec. 7. The Trustees, to the extent permitted by applicable law, shall incur no liability in acting upon any instrument, application, notice, request, signed letter, telegram, or other paper or document believed by them to be genuine and to contain a true statement of facts, and to be signed by the proper person.

Sec. 8. Any Trustee, to the extent permitted by applicable law, may rely upon any instrument in writing purporting to have been signed by a majority of the Trustees as conclusive evidence of the fact that a majority of the Trustees have taken the action stated to have been taken in such instrument.

Sec. 9. The Trustees are hereby authorized to formulate and promulgate any and all necessary rules and regulations which they deem necessary or desirable to facilitate the proper administration of the Trust, provided the same are not inconsistent with the terms of the Agreement, and the Articles in the Central States, Southeast and Southwest Areas Agreements creating the Pension Fund. All rules and regulations adopted by action of the Trustees for the administration of the Trust Fund shall be binding upon all parties hereto, all parties dealing with the Trust, and all persons claiming any benefits hereunder. The Trustees are vested with discretionary and final authority in adopting rules and regulations for the administration of the Trust Fund.

Sec. 10. Any Successor Trustee appointed in accordance with the provisions of this Agreement, upon accepting in writing the terms of this Trust, in a form satisfactory to the Trustees, shall be vested with all of the rights, powers and duties of his predecessor.

Sec. 11.

- (a) The Trustees may assign, from time to time, various administrative matters to such committees and subcommittees of Trustees, or to such other individuals or organizations, as they may deem necessary or appropriate in their sole discretion. The Trustees may also assign and delegate, from time to time, specified trustee responsibilities to committees and subcommittees of Trustees, as they deem necessary or appropriate in their sole discretion. Committees and subcommittees of Trustees shall consist of an equal number of Employer and Employee Trustees.

- (b) The Trustees may establish a Public Advisory Board consisting of four (4) persons, two (2) to be designated by a majority of the Employer Trustees and two (2) to be designated by a majority of the Employee Trustees. Such Public Advisory Board, if established, shall act solely in an advisory and consultant capacity and shall not have or exercise any fiduciary powers, responsibilities or duties. None of the members of said Board, individually or collectively, shall have or exercise any discretionary authority or discretionary control respecting management of the Fund, or have or exercise any authority or control respecting management or disposition of any assets of the Fund, or render any investment advice for any fee or other consideration, or have or exercise any discretionary authority or discretionary responsibility in the administration of the Fund. The Trustees shall establish procedures for submission of matters to the Public Advisory Board, if established, for advice and consultation by said Board. Any payment of compensation and expenses for members of said Board shall be determined by the Trustees.
- (c) The Trustees shall appoint an Executive Director, who shall, subject to the directions of the Trustees with respect thereto, be responsible to the Trustees and/or any committee thereof for coordinating the administration of the Fund's assets, office and personnel, for the coordination and administration of accounting and actuarial services, for the preparation of all reports and other documents required to be filed or issued in accordance with law, for the performance of ministerial duties in conformance therewith, and for such other duties duly assigned to him by action of the Trustees. The Executive Director shall be the custodian of the documents and other records of the Fund. To the extent this subsection is contrary to or inconsistent with a Named Fiduciary Agreement, in its description of authority and responsibilities of the Executive Director, this subsection shall be inapplicable.
- (d) There shall exist an internal audit division of the Fund, for review of administrative expenditures, benefit disbursements and the allocation of income between investments, administration and benefits, and for such other responsibilities as may be assigned by the Executive Director.

Sec. 12. No party dealing with the Trustees shall be obligated:

- (a) to see the application to the trust purposes, herein stated, of any money or property belonging to the Trust Fund, or

- (b) to see that the terms of this Agreement have been complied with, or
- (c) to inquire into the necessity or expediency of any act of the Trustees.

Every instrument executed by the Trustees shall be conclusive evidence in favor of every person relying thereon:

- (1) that at the time of the delivery of said instrument the Trust was in full force and effect,
- (2) that the instrument was executed in accordance with the terms and conditions of this Agreement, and
- (3) that the Trustees were duly authorized and empowered to execute the instrument.

Sec. 13. The Trustees shall, by regulation, establish rules relating to payments of contributions by Employers for Employees during periods of such Employees' illness or disability and related matters but not contrary to applicable collective bargaining agreements.

Sec. 14. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law:

- (a) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and Declaration of Trust and for the administration of the Trust Fund, and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the Employees involved.
- (b) To keep property and securities registered in the names of the Trustees or in the name of any other individual or entity duly designated by the Trustees.
- (c) To establish and accumulate as part of the Trust Fund a reserve or reserves, adequate, in the opinion of the Trustees and in accordance with applicable law, to carry out the purposes of such Trust.
- (d) To pay out of the funds of the Trust all real and personal property taxes, income taxes, and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Fund, or any money, property, or securities forming a part thereof.

- (e) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder.
- (f) To sell, exchange, lease, convey, mortgage or dispose of any property, whether real or personal, at any time forming a part of the Trust Fund upon such terms as they may deem proper, and to execute and deliver any and all instruments of conveyance, lease, mortgage and transfer in connection therewith, except that the powers enumerated in this subsection shall not be exercisable by the Trustees with respect to those assets of the Fund as are then subject to the exercise by Goldman Sachs or J.P. Morgan of its rights, powers, authority, duties and responsibilities as a Named Fiduciary of the Fund.

Sec. 15. The Trustees shall be entitled to receive reasonable compensation for services rendered, and the reimbursement of expenses properly and actually incurred, in the performance of their duties to the Fund; except that no Trustee who already receives full-time pay from an Employer or an association of Employers or from the Union shall receive compensation from the Fund, except for reimbursement of expenses properly and actually incurred.

Sec. 16. The Trustees shall use and apply the Trust Fund for the following purposes:

- (a) To pay or provide for -
  - (1) the payment of all reasonable and necessary expenses of collecting the contributions and administering the affairs of this Trust, including the employment of such administrative, legal, actuarial, expert, and clerical assistance as may be reasonably necessary,
  - (2) the purchasing, owning or leasing of such premises as may be necessary for the operation of the affairs of the Trust, and
  - (3) the purchase or leasing of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate to the performance of their duties.
- (b) To pay or provide for the payment of retirement and related benefits to eligible Employees in accordance with the terms, provisions and conditions of the Pension Plan to be formulated and agreed upon hereunder by the Trustees.

Sec. 17. The Trustees, by majority action, shall have the power to construe the provisions of this Agreement and the terms

and regulations of the Pension Plan; and any construction adopted by the Trustees in good faith shall be binding upon the Union, Employees and Employers. The Trustees are vested with discretionary and final authority in construing plan documents of the Pension Fund.

Sec. 18. The Trustees, by resolution, shall provide for fidelity bonds, in such amounts as they may determine, for their employees and for the Trustees, the cost of which shall be paid by the Fund. The Trustees may purchase insurance coverage to protect the Fund from liability arising out of any error or omission of any Trustee or employee of the Trust, in accordance with applicable law, the cost of which policy shall be paid by the Fund.

Sec. 19. The Trustees shall provide participants and beneficiaries such information as is required by law.

Sec. 20. The Trustees are authorized to reject any collective bargaining agreement of an Employer (and all contributions from the Employer) whenever they determine either that the agreement is unlawful and/or inconsistent with any rule or requirement for participation by Employers in the Fund and/or that the Employer is engaged in one or more practices or arrangements that threaten to cause economic harm to, and/or impairment of the actuarial soundness of, the Fund (including but not limited to any arrangement in which the Employer is obligated to make contributions to the Trust Fund on behalf of some but not all of the Employer's bargaining unit employees, and any arrangement in which the Employer is obligated to make contributions to the Trust Fund at different contribution rates for different groups of the Employer's bargaining unit employees). Any such rejection by the Trustees of a collective bargaining agreement shall be effective as of the date determined by the Trustees (which effective date may be retroactive to the initial date of the term of the rejected agreement) and shall result in the termination of the Employer and all Employees of the Employer from further participation in the Fund on and after such effective date.

## ARTICLE V CONTROVERSIES AND DISPUTES

Sec. 1. In any controversy, claim, demand, suit at law, or other proceeding between any participant, beneficiary, or any other person and the Trustees, the Trustees shall be entitled to rely upon any facts appearing in the records of the Trustees, any instruments on file with the Trustees, with the Union or with the Employers, any facts certified to the Trustees by the Union or the Employers, any facts which are of public record, and any other evidence pertinent to the issue involved.

Sec. 2. All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with the Fund or the operation thereof, whether as to

any claim for any benefits preferred by any participant, beneficiary, or any other person, or whether as to the construction of the language or meaning of the rules and regulations adopted by the Trustees or of this instrument, or as to any writing, decision, instrument or accounts in connection with the operation of the Trust Fund or otherwise, shall be submitted to the Trustees, or to a committee of Trustees, and the decision of the Trustees or of such committee thereof shall be binding upon all persons dealing with the Fund or claiming any benefit thereunder. The Trustees are vested with discretionary and final authority in making all such decisions, including Trustee decisions upon claims for benefits by participants and beneficiaries of the Pension Fund and other claimants, and including Trustee decisions construing plan documents of the Pension Fund. To the extent this section is contrary to or inconsistent with a Named Fiduciary Agreement, this section shall be inapplicable.

Sec. 3. The Trustees may, in their sole discretion, compromise or settle any claim or controversy in such manner as they think best, and any decision made by the Trustees in compromise or settlement of a claim or controversy, or any compromise or settlement agreement entered into by the Trustees, shall be conclusive and binding on all parties interested in this Trust. To the extent this section is contrary to or inconsistent with a Named Fiduciary Agreement, this section shall be inapplicable.

#### ARTICLE VI OPERATION OF BOARD OF TRUSTEES

Sec. 1. Officers - The Board of Trustees shall at each meeting designate a presiding Chairman. The Chairmanship shall be rotated between the Employee Trustees and the Employer Trustees.

Sec. 2. Quorum - A quorum of the Trustees for the transaction of business, except as otherwise specifically provided herein, shall consist of at least six (6) Trustees, three (3) of whom shall be representative of the Employers and three (3) of whom shall be representative of the Employees. A quorum of a committee shall consist of a majority of the members thereof. Upon each matter voted upon at any meeting of the Trustees, the Employee Trustees and the Employer Trustees shall each have the same number of votes based upon the larger number of Employee or Employer Trustees in attendance, as the case may be; provided, however, that the vote or votes cast by each such Trustee shall be cast as an individual Trustee and not as a part of a block. All actions of the Trustees at meetings shall be by majority vote of those present and voting, a quorum being present. No Trustee may vote by proxy.

Sec. 3. Records of Trustee Action - The Trustees shall make and maintain a record of the actions of the Trustees taken at any meeting thereof. Any action, which may be taken at a meeting of the Trustees, may be taken without a meeting of the Trustees if a

consent in writing, setting forth the action so taken, should be distributed to all of the Trustees and should be signed by six (6) of the Trustees, said written consent evidencing the substance of the action of the Trustees so taken.

**Sec. 4. Reports** - All reports required by law to be signed by one or more Trustees shall be signed by all of the Trustees, provided that all of the Trustees may appoint in writing one or more of their number to sign such report on behalf of the Trustees.

**Sec. 5. Power to Act in Case of Vacancy** - No vacancy or vacancies in the Board of Trustees shall impair the power of the remaining Trustees, acting in the manner provided by this Agreement, to administer the affairs of the Trust notwithstanding the existence of such vacancy or vacancies.

**Sec. 6. Expenses** - All proper and necessary expenses incurred by any former or incumbent Trustee, including costs of defense in litigation arising out of the Trusteeship of this Fund, and also including costs incurred by any former or incumbent Trustee in providing testimony or information about administration of this Fund in any investigation, trial or other proceeding, shall be paid out of the Trust Fund, as a matter of right of any such former or incumbent Trustee, to the extent permitted by applicable law. As used in the preceding sentence, the term "costs" includes, but is not limited to, reasonable attorneys' fees.

**Sec. 7. Meetings** - Regular meetings of the Trustees shall be held on the third Wednesday of each month, and on such other days as the Trustees determine, except that such regular monthly meeting date may be changed or postponed either by the Board of Trustees in regular meeting assembled or otherwise by written decision signed by a majority of the Trustees. Any two (2) Trustees may request a meeting of the Trustees at any time by notifying the Executive Director, who shall arrange the time and place thereof. Written notices of meetings may be delivered in person, by mail, or by telegram. Meetings of the Trustees may also be held at any time without notice if all the Trustees consent thereto.

#### ARTICLE VII ESTABLISHMENT OF PENSION PLAN

**Sec. 1. Formulation of Plan** - The Trustees shall formulate a Pension Plan for the payment of such retirement pension benefits, permanent disability pension benefits, death benefits, and related benefits, as are feasible. Such Pension Plan shall at all times comply with all applicable federal statutes and regulations and with the provisions of this Trust Agreement. The Trustees shall not be under any obligation to pay any pension if the payment of such pension will result in loss of the Fund's tax-exempt status under the then applicable Internal Revenue Code and any regulations or rulings issued pursuant thereto. The Trustees shall draft procedures, regulations, and conditions for the operation of the

Pension Plan, including, by way of illustration and not limitation: conditions of eligibility for covered Employees, procedures for claiming benefits, schedules of type and amount of benefits to be paid, and procedures for the distribution of benefits. The Trustees may also provide for the payment of partial pensions, and may enter into agreements with trustees of other pension plans which conform to the applicable sections of the then applicable Internal Revenue Code for purposes of tax deductions, for the reciprocal recognition of service credits and payments of pension benefits based upon such service credits.

Sec. 2. Amendment of Plan - The Pension Plan may be amended by the Trustees from time to time, provided that such amendments comply with the applicable sections of the then applicable Internal Revenue Code, all applicable federal statutes and regulations, the contract articles creating the Pension Fund, and the purposes set forth in this Agreement. Additionally and not by way of limitation, the Trustees may amend the Pension Plan, in future, or retroactively, where they deem it necessary to maintain the continuation of the Fund's tax-exempt status or to preserve compliance with the then applicable Internal Revenue Code, applicable federal statutes, and any regulations or rulings issued with respect thereto. A copy of each amendment of the Pension Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees, and one copy thereof shall be distributed to the Union and to each Employer or Employer group signatory to this Trust Agreement.

#### ARTICLE VIII SPENDTHRIFT CLAUSE

All benefit payments to participants or beneficiaries, if and when such payments shall become due, shall, except as to persons under legal disability, or as provided in this section and in Article IX, be paid to such participants or beneficiaries in person and shall not be grantable, transferable, or otherwise assignable in anticipation of payment thereof, in whole or in part, by the voluntary or involuntary acts of any such participants or beneficiaries, or by operation of law, and shall not be liable or taken for any obligation of such participants or beneficiaries. Upon receipt of written direction from any eligible recipient of monthly benefit payments, the Pension Fund will participate in an arrangement to make deductions from each monthly benefit payment, as authorized and directed by the recipient, and to transfer the amount of each such deduction to the Central States, Southeast and Southwest Areas Health and Welfare Fund as the recipient's monthly contribution to retain eligibility for coverage pursuant to the retiree benefit plan established by that fund. This deduction-transfer arrangement is effective commencing October 1, 1988 and will continue, relative to each such recipient who authorizes and directs it, until the Pension Fund receives the recipient's written cancellation of such authority and direction (or the earlier termination of benefits). Any authority and direction to the

Pension Fund by a recipient of monthly benefit payments, to make such deductions and transfers, is revocable at any time by the recipient.

**ARTICLE IX  
PAYMENTS TO PERSONS UNDER LEGAL DISABILITY**

In case any benefit payments hereunder become payable to a person under legal disability, or to a person not adjudicated incompetent but, by reason of mental or physical disability, in the opinion of the Trustees, is unable to administer properly such payments, then such payments may be paid out by the Trustees for the benefit of such person in such of the following ways as they think best, and the Trustees shall have no duty or obligation to see that the payments are used or applied for the purpose or purposes for which paid:

- (a) directly to any such person;
- (b) to the legally appointed guardian or conservator of such person;
- (c) to any spouse, parent, brother, or sister of such person for his welfare, support and maintenance;
- (d) by the Trustees using such payments directly for the support, maintenance and welfare of any such person.

**ARTICLE X  
AMENDMENT OF AGREEMENT**

It is anticipated that in the administration of this Trust conditions may arise that are not foreseen at the time of the execution of this Agreement, and it is the intention of the parties that the power of amendment, which is hereinafter given, be exercised in order to carry out the provisions of this Trust, among which is to pay the largest benefits possible, which are consistent with the number of participants becoming and likely to become eligible for such payments, the amounts of funds which are available and which will probably become available, and the following of sound actuarial practice. Therefore, the power is given to the Trustees to amend this Agreement by majority vote, at any time and from time to time, and all parties to the Trust, and all persons claiming an interest thereunder, shall be bound thereby, and no participant, Employee member, beneficiary, or any other person shall have any vested interest or right in the Trust Fund or in any payment from the Trust Fund, except as provided by law. The Trustees have full authority to amend, repeal, add to, or take away any right of payment, retroactively or otherwise, that they deem proper for the preservation of this Trust; provided, however, in no event shall the Trust Fund be used for any purpose other than the purposes set forth in this Trust Agreement, and for

the purposes of paying the necessary expenses incurred in the administration of this Trust. All amendments to this Agreement shall comply with applicable sections of the Internal Revenue Code, other applicable federal statutes and the Contract Articles creating the Pension Fund.

#### ARTICLE XI TERMINATION OF TRUST

Sec. 1. This Trust shall cease and terminate upon the happening of any one or more of the following events:

- (a) In the event the Trust Fund shall be, in the opinion of the Trustees, inadequate to carry out the intent and purposes of this Agreement, or to meet the payments due or to become due under this Agreement to persons already drawing benefits.
- (b) In the event there are no individuals living who can qualify as Employees hereunder.

Sec. 2. In the event this Trust shall terminate for any of the reasons set forth in Section 1 of this Article XI, the Trustees shall allocate the Trust Fund among participants and beneficiaries of the Pension Plan in the following order:

- (a) First, to that portion of each individual's accrued benefit which is derived from the participant's contributions to the Pension Plan.
- (b) Second, in the case of benefits payable as an annuity -
  - (1) In the case of the benefit of a participant or beneficiary which was in pay status as of the beginning of the 3-year period ending on the termination date of the Pension Plan, to each such benefit based on the provisions of the Pension Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least.
  - (2) In the case of a participant's or beneficiary's benefit which would have been in pay status as of the beginning of the 3-year period ending on the termination date of the Pension Plan if the participant had retired prior to the beginning of the 3-year period and if his benefits had commenced (in the normal form of an annuity under the Pension Plan) as of the beginning of such period, to each such benefit based on the provisions of the Pension Plan (as in effect during the 5-year period ending on such date) under which such benefit would be the least.

For the purpose of subparagraph (1) the lowest benefit in pay status during a 3-year period shall be considered the benefit in pay status for such period.

- (c) Third, to all other nonforfeitable benefits (other than benefits becoming nonforfeitable solely on account of termination of the Pension Plan) subject to the limitation that such nonforfeitable benefits shall not have an actuarial value which exceeds the actuarial value of a monthly benefit in the form of a life annuity commencing at age 65 equal to the lesser of -

(1) his average monthly gross income from his Employer during the 5 consecutive calendar year period during which his gross income from that Employer was greater than during any other such period with that Employer, or

(2) \$750 multiplied by a fraction, the numerator of which is the contribution and benefit base (determined under Section 230 of the Social Security Act) in effect at the time the Pension Plan terminates and the denominator of which is such contribution and benefit base in effect in calendar year 1974.

- (d) Fourth, to all other nonforfeitable benefits under the Pension Plan.

- (e) Fifth, to all other benefits under the Pension Plan.

- (f) If the assets available for allocation under any priority category (other than 2 (d) and 2 (e) above) are insufficient to satisfy in full the benefits of all individuals, the assets shall be allocated pro rata among such individuals on the basis of the present value as of the termination date of their respective benefits. To the extent funded, the rights of all participants to benefits accrued as of the date of termination are nonforfeitable.

#### ARTICLE XII EXTENSION OF PLAN

Sec. 1. Extension of Trust - The Trustees are authorized to extend the coverage of this Agreement and Trust to such other Employers and Employees as the Trustees shall agree upon, provided such Employers and Employees are required to conform to the terms and conditions of this Trust and to make the same rate of payments required of the Employers herein, for the same benefits.

Sec. 2. Reciprocity Agreements - The Trustees shall be authorized to enter into reciprocity agreements with other labor

organizations and other pension funds in which such labor organizations participate.

Sec. 3. Merger - The Trustees shall have the power to merge with any other fund established for similar purposes as this Fund, under terms and conditions mutually agreeable to the respective Boards of Trustees. No participant's or beneficiary's accrued benefit will be lower immediately after the effective date of any such merger than the benefit immediately before that date.

#### ARTICLE XIII VESTING OF RIGHTS

The Trustees shall establish standards for the vesting of benefits which conform to no less than the minimum standards required by law. No Employee or other person shall have any vested interest or right in the Trust Fund except as provided by the Trustees in conformance with applicable law.

#### ARTICLE XIV MISCELLANEOUS

Sec. 1. The Trustees will issue a credit for contributions that have been billed to an Employer if (1) the related work history was reported by mistake of fact or law (other than a mistake about plan qualification or tax-exempt status pursuant to the Internal Revenue Code) as determined by the Trustees and (2) the request for credit is received within ten years after the related work history was billed. If an Employer no longer has an obligation to contribute to the Fund and has satisfied his withdrawal liability assessment, the Trustees will refund contributions paid by an Employer to the Trust if (1) such contributions were made by a mistake of fact or law (other than a mistake about plan qualification or tax-exempt status pursuant to the Internal Revenue Code) as determined by the Trustees and (2) application therefor is received within ten years after payment of the contributions. An Employer shall not have a right to a refund of contributions made more than ten years prior to his application therefor. The amount to be returned to the Employer, by credit or refund, is the excess of the amount contributed or paid over the amount that would have been contributed or paid had no mistake been made (this amount is the excess contribution or overpayment). Interest or earnings attributable to an excess contribution shall not be returned to the Employer, and any losses attributable to an excess contribution must reduce the amount returned to the Employer. For purposes of the previous sentence, plan-wide investment experience may be applied to the excess contribution in calculating losses. In no event shall Employers, directly or indirectly, participate in the disposition of the Trust Fund or receive any benefits from the Trust Fund.

Sec. 2. The Union or the Employer may, at any time, demand of the Trustees an accounting with respect to any and all accounts upon agreement to pay necessary expenses thereof. The Trustees shall be entitled, at any time, to have a judicial settlement of their accounts and judicial determination of any questions in connection with the administration or distribution thereof. Any Trustee who has resigned, been removed from office, or not been reappointed shall execute all instruments necessary to transfer the Trust Fund.

Sec. 3. In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Trustees may withhold such payment until an adjudication of such question or dispute, satisfactory to the Trustees, in their sole discretion, shall have been made, or the Trustees shall have been adequately indemnified against loss to their satisfaction.

Sec. 4. Non-payment by an Employer of any moneys due shall not relieve any other Employer from its obligation to make payment. In addition to any other remedies to which the parties may be entitled, an Employer shall be obligated to pay interest on any contributions, withdrawal liability and/or other moneys due to the Trustees from the date when the payment was due to the date when the payment is made, together with all expenses of collection incurred by the Trustees, including, but not limited to, attorneys' fees and such fees for late payment as the Trustees determine and as permitted by law. The interest payable by an Employer, in accordance with the preceding sentence, shall be computed and charged to the Employer at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by Chase Manhattan Bank (New York, New York) for the fifteenth (15th) day of the month for which the interest is charged. Any judgment against an Employer for contributions and/or withdrawal liability owed to this Fund shall include the greater of (a) a doubling of the interest computed and charged in accordance with this section or (b) single interest computed and charged in accordance with this section plus liquidated damages in the amount of 20% of the unpaid contributions and/or withdrawal liability. The interest rate after entry of a judgment against an Employer for contributions and/or withdrawal liability shall be due from the date the judgment is entered until the date of payment, shall be computed and charged to the Employer on the entire judgment balance at an annualized interest rate equal to two percent (2%) plus the prime interest rate established by Chase Manhattan Bank (New York, New York) for the fifteenth (15th) day of the month for which the interest is charged and shall be compounded annually.

Sec. 5. Where used in this Agreement, words in the masculine shall be read and construed as in the feminine, and words in the singular shall be read and construed as though used in the plural, in all cases where such construction would so apply.

Sec. 6. The Article titles are included solely for convenience and shall, in no event, be construed to affect or modify any part of the provisions of this Agreement or be construed as part thereof.

Sec. 7. This Agreement shall in all respects be construed according to and governed by the laws of the State of Illinois, including but not limited to the laws applicable to the rate of interest in the State of Illinois, except as such laws may be preempted by the laws and regulations of the United States. In all actions taken by the Trustees to enforce the terms of this Trust Agreement, including but not limited to actions to collect delinquent contributions from employers or to conduct audits of contributing employers' records as authorized by Article III of this Agreement, the ten-year Statute of Limitations applicable to actions on written contracts in the State of Illinois shall apply, provided that the limitations period for any such action shall not begin to accrue until the date upon which the Trustees and the Fund receive actual notice of the cause of action, claim and liability to which the limitations period is applicable.

Sec. 8. The method of computation of any employer withdrawal liability imposed by the Multiemployer Pension Plan Amendments Act of 1980 and payable to the Trust Fund shall be the Modified Basic Method (Two Pool Approach) as described in Section 4211 (c) (2) of the Employee Retirement Income Security Act of 1974, as amended, to be applied with a graduated increase in the extended period for determination of specific employer withdrawal liability allocations (5-year period in 1980, 6-year period in 1981, and so on until a 10-year period in 1985 and subsequent years), as described in Section 4211 (c) (5) (C) of the Employee Retirement Security Act of 1974, as amended, relative to any employer withdrawal after September 25, 1980.

Sec. 9. No person shall serve, or be permitted to serve, as an administrator, fiduciary, officer, trustee, custodian, counsel, agent, employee, adviser, provider of goods or services or consultant of the Fund, or as its representative in any capacity, or to serve in any capacity that involves decision making authority or custody or control of the moneys, funds or assets of the Fund, if such person has been convicted of: robbery, bribery, extortion, embezzlement, fraud, grand larceny, burglary, arson, a felony violation of Federal or State law involving substances defined in section 802(6) of title 21 of the United States Code (hereinafter referred to as the "Code"), murder, rape, kidnapping, perjury, assault with intent to kill, any crime described in section 80a-9(a)(1) of title 15 of the Code, a violation of any provision of the Employee Retirement Income Security Act of 1974, a violation of section 186 of title 29 of the Code, a violation of chapter 63 of title 18 of the Code, a violation of sections 874, 1027, 1503, 1505, 1506, 1510, 1951 or 1954 of title 18 of the Code, a violation of the Labor-Management Reporting and Disclosure Act of 1959, or any felony involving abuse or misuse of such person's labor organization or employee benefit plan position or employment; or

conspiracy to commit any such crimes; or attempt to commit any such crimes, or a crime in which any of the foregoing crimes is an element; or a misdemeanor involving a breach of fiduciary responsibility. Upon conviction of any of the crimes described in the preceding sentence, such person shall immediately be disqualified from serving the Fund in any capacity described in the preceding sentence, and any such service shall immediately be terminated; provided that, upon final reversal of such conviction, such person, unless otherwise ineligible, shall thereafter be eligible to serve the Fund; and provided further that this disqualification shall continue in effect until ten (10) years after such conviction or after the end of imprisonment on such conviction, whichever is the later, unless, prior to the end of such ten-year period, in the case of a person so convicted or imprisoned, (a) his citizenship rights, having been revoked as a result of such conviction, have been fully restored, or (b) the United States Parole Commission, pursuant to applicable law, determines that such person's service would not be contrary to the best interests of the Fund.

#### ARTICLE XV BENEFICIAL RIGHTS

No Employer or Union, or Employees, shall have any right, title or interest in or to the Trust Fund or any part thereof other than vesting under the Pension Plan except in accordance with applicable law. There shall be no pro rata or other distribution of any of the assets of the Fund as a result of any Union, Employer or group of Employees of Employers ceasing their participation in this Fund for any purpose or reason, except as required by law.

#### ARTICLE XVI SAVINGS CLAUSE

Should any provision of this Declaration of Trust be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely effect the other provisions herein contained or the application of such provision to any other person or instance, unless such illegality shall make impossible the functioning of the Pension Plan. No Trustee shall be held liable for any act done or performed in pursuance of any provision hereof prior to the time such act or provision shall be held unlawful by a court of competent jurisdiction.

APPENDIX

INDEX OF ALL AMENDMENTS TO THE TRUST AGREEMENT OF  
CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND  
ADOPTED AFTER DECEMBER 12, 1974, AND  
PRIOR TO MARCH 1, 2003

| <u>Article</u>                       | <u>Section</u> | <u>Date of Trustees' Meeting</u><br><u>(Minute Item No. _____)</u>   |
|--------------------------------------|----------------|--|
| Preamble,<br>3rd "Whereas"<br>clause |                | October 11, 1976 (Item No. 5).   |
| I                                    | 2              | October 11, 1976 (Item No. 5); and<br>October 19, 1994 (Item No. 40).  |
| I                                    | 3              | July 18, 1979 (Item No. 51).   |
| I                                    | 2              | October 11, 1976 (Item No. 5);<br>August 15, 1979 (Item No. 70);<br>October 18-19, 1982 (Item No. 8);<br>March 17-18, 1983 (Item No. 31);<br>April 19-20, 1983 (Item No. 28);<br>August 19-20, 1986 (Item No. 32);<br>December 19, 1988 (Item No. 24);<br>February 16, 1993 (Item No. 23);<br>October 19, 1994 (Item No. 40);<br>and March 30, 1998 (Item No. 12). |
| II                                   | 3              | October 18-19, 1982 (Item No. 8);<br>and April 19-20, 1983 (Item No. 31).  |
| II                                   | 5              | October 11, 1976 (Item No. 5).   |
| II                                   | 6              | March 17-18, 1983 (Item No. 31);<br>and October 19, 1994 (Item No. 40).  |
| II                                   | 7              | March 17-18, 1983 (Item No. 31).   |
| III                                  | 1              | May 26-27, 1987 (Item No. 34); and<br>December 19, 1997 (Item No. 36).   |
| III                                  | 4              | April 20-21, 1982 (Item No. 18).   |
| III                                  | 5              | January 19, 2000 (Item No. 10).  |
| III                                  | 6              | November 13, 1997 (Item No. 12).   |
| IV                                   | 2              | September 15, 1977 (Item No. 31).  |
| IV                                   | 3              | September 15, 1977 (Item No. 31);<br>November 16, 1977 (Item No. 27);<br>November 16-17, 1983 (Item No. 18);   |

| <u>Article</u> | <u>Section</u> | <u>Date of Trustees' Meeting</u><br><u>(Minute Item No. )</u>   |
|----------------|----------------|---|
|                |                | December 15, 1986 (Item No. 17);<br>February 16-17, 1987 (Item No. 16);<br>April 21-22, 1987 (Item No. 16);<br>September 26-27, 1988 (Item No. 14);<br>October 26-27, 1989 (Item No. 25);<br>July 16-17, 1990 (Item No. 11);<br>July 21, 1992 (Item No. 8);<br>November 30, 1993 (Item No. 12);<br>November 19, 1998 (Item No. 14);<br>May 19, 1999 (Item No. 16); and<br>October 20, 1999 (Item No. 17). |
| IV             | 4              | September 15, 1977 (Item No. 31);<br>November 17, 1983 (Item No. 18);<br>November 19, 1998 (Item No. 14);<br>May 19, 1999 (Item No. 16); and<br>October 20, 1999 (Item No. 17).   |
| IV             | 9              | March 23, 1989 (Item No. 22).   |
| IV             | 11             | October 11, 1976 (Item No. 5);<br>September 15, 1977 (Item No. 31);<br>March 16, 1978 (Item No. 20);<br>November 16-17, 1983 (Item No. 18);<br>and November 19, 1998 (Item No. 14).   |
| IV             | 14             | September 15, 1977 (Item No. 31);<br>November 16-17, 1983 (Item No. 18);<br>November 19, 1998 (Item No. 14);<br>May 19, 1999 (Item No. 16); and<br>October 20, 1999 (Item No. 17).  |
| IV             | 15             | March 18-19, 1980 (Item No. 41).  |
| IV             | 17             | March 23, 1989 (Item No. 22).   |
| IV             | 20             | December 19, 1997 (Item No. 36).  |
| V              | 2              | October 11, 1976 (Item No. 5);<br>September 15, 1977 (Item No. 31);<br>November 16-17, 1983 (Item No. 18);<br>March 23, 1989 (Item No. 22); and<br>November 19, 1998 (Item No. 14).   |
| V              | 3              | September 15, 1977 (Item No. 31);<br>November 16-17, 1983 (Item No. 18);<br>and November 19, 1998 (Item No. 14).  |
| VI             | 2              | September 19, 1979 (Item No. 60); and<br>July 14, 1998 (Item No. 8).  |

- 3 June 19-21, 1980 (Item No. 23); and  
July 14, 1998 (Item No. 8).
- 6 October 11, 1976 (Item No. 5).
- 7 October 11, 1976 (Item No. 5); and  
November 16, 1976 (Item Nos. 28 and  
32).
- October 11, 1976 (Item No. 5); and  
July 21, 1988 (Item No. 23).
- 1 February 18-20, 1981 (Item No. 36).
- 2 February 18-20, 1981 (Item No. 36).
- 3 February 18-20, 1981 (Item No. 36)  
and May 30, 1986 (Item No. 29).
- 1 December 16-17, 1980 (Item No. 81)  
April 23-24, 1986 (Item No. 42); and  
November 20, 2002 (Item No. 11).
- 4 January 17-19, 1980 (Item No. 26);  
October 21-22, 1980 (Item No. 47);  
March 16-17, 1982 (Item No. 39);  
July 20-21, 1982 (Item No. 27);  
January 17-18, 1989 (Item No. 32);  
and July 23, 1997 (Item No. 15).
- 7 March 24, 1985 (Item No. 30); and  
November 20, 2002 (Item No. 11).
- 8 June 21, 1978 (Item No. 33); and  
January 20-21, 1981 (Item No. 23).



## QUICK REFERENCE GUIDE FOR CENTRAL STATES SOUTHEAST &amp; SOUTHWEST AREAS PENSION PLAN RULES (REVISED 12/99)

## STABILIZING A BENEFIT CLASS

## PARTICIPANT CONTRIBUTIONS

During the last 250 contributory weeks:

- Did not have a One-Year Break
- Did not receive any benefits
- If since 4/1/91, did not change bargaining unit and increase or decrease more than one Benefit Class

After 4/1/91, did not change bargaining unit and have contributions at a lower or higher rate than the rate before the change, except that, if employer went bankrupt before change in unit occurred, change to a unit one rate higher is allowed.

During the last 250 contributory weeks (not counting retirement yrs):

- Did not have 30 contributory weeks in each year, OR
- A total of 11, but 150 contributory weeks

## BENEFIT CLASS

Benefit amount is based on Average rate if participant does not use Contributory Contributions.

Average Rate determined as follows:

Take the dollar amount of the last 250 weeks (replace daily by the weekly equivalent)

Divide the total by 250, round up to the dollar and amount to equal rate or next lower rate. Use Schedule B if at least 250 weeks were in Schedule B or average rate is \$61 or higher, otherwise use Schedule A. If no

MATCH ESTABLISHED RATE TO THE EQUIVALENT BENEFIT CLASS

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## NON-CONTRIBUTORY CREDIT (only if first became a participant before 4/1/91)

- Continuous Employment: In bargaining unit later in the Fund while the member was still working
- Employment Under a TEAMSTER Contract (CBA) Since Class/After Paid (only if first participation began before 5/1/71) job class was the same as job class when participation began
- Local Transfer: Status in Traditional Teamster Industry
- Normally Covered By Teamster CBA in the Area: Must submit 2 Teamster CBAs for (1) same type of work, (2) same geographical area, (3) same time period and (4) same industry
- Armed Forces of USA: If time in Armed Forces is in between other CBAs, with no intervening non-Teamster jobs. Must be detailed (any time) or called during war time
- Teamster Local Union Employment

## BENEFIT PAYMENT AT A CONTRIBUTING EMPLOYER

Additional contributory

Year covered

Less than one year

At least one year but less than 250 weeks

At least 250 weeks

Benefit is refigured as if retirement had not occurred and same or different payment alternative may be chosen.

At least 250 weeks

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## BEFORE RETIREMENT DEATH BENEFITS

## 50% Surviving Spouse Benefit

1976 or later year Plan Participant

Widowed or eligible for 30-Amt-Out Deferred CR Immediately

eligible for Regular or Contributory Pension payments at date of death

Spouse receives 50% of the amount the deceased could have received under the Joint and Survivor Option

Benefit cannot begin until the earliest date participant could have received pension had he survived

Percentage of Benefit Payable Under ISO

Participant older than spouse

Participant younger than spouse

Age Difference Percentage

Age Difference Percentage

Age Difference Percentage

Age Difference Percentage

Age Difference Percentage

Age Difference Percentage

Age Difference Percentage

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## AFTER RETIREMENT DEATH BENEFIT (based on the form of payment chosen at time of retirement)

## Joint and 50% Surviving Spouse Option (ASO)

Pensioner receives reduced amount to provide lifetime coverage to spouse

After pensioner's death, spouse receives lifetime monthly benefit equal to 50% of the reduced benefit amount

Payable ONLY to spouse to whom the pensioner was married at retirement date. If divorce follows retirement, benefit will still be paid to spouse to whom pensioner was married on retirement date

If spouse dies before pensioner, amount will be increased to the amount pensioner would have received had the option not been elected and no further death benefits would be payable upon pensioner's death

ISO was NOT elected

Pensioner received any Pension based on BENEFIT CLASS 4 OR HIGHER and a least 20 years credit

At pensioner's death, spouse receives 60 monthly payments, beginning the number of monthly payments pensioner had received

\$1,000 lump sum alternative benefit. If death before 60 monthly payments AND no spouse survives pensioner, payable to the first of (1) dependent children, (2) children, (3) parents, (4) brothers and sisters, (5) estate

Lifetime Daily Option

ISO was NOT elected

Contribution Based Pension with less than 20 years

If pensioner has received any Pension, based on BENEFIT CLASS 1, 2, 3, 4, Except Vested or 25% Contribution-Based Pension with less than 20 years

Payable in same order as Lump Sum Death Benefit

\$500 lump sum benefit payable to pensioner. If spouse dies first (only once in lifetime). Not payable if receiving Vested or 25% Contribution-Based Pension

Only ONE TYPE OF DEATH BENEFIT IS AVAILABLE with the exception of BC 1B. If the deceased participant was established under BC 1B, there is a \$10,000 Lump-Sum Death Benefit payable to the surviving spouse or dependent child in addition to the ISO or the Unfunded Surviving Spouse (amounts in 60 months).

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## **EXHIBIT 4**

### **AFFIDAVIT OF SARAH E. MCFARLAND**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

THOMAS A. SCHWEITZER

Plaintiff,

v.

TEAMSTERS LOCAL 100

Defendant.

CASE NO. C-1-02-052

JUDGE BECKWITH  
MAGISTRATE-JUDGE HOGAN

AFFIDAVIT OF  
SARAH E. MCFARLAND

Now comes Sarah E. McFarland, and, being duly cautioned and sworn states as follows:

1. I have personal knowledge of the facts set forth in this affidavit and I am competent to testify to said facts.
2. I am currently employed by Local 100 as a Bookkeeper/General Clerk and I have been so employed for 16 years.
3. As a Bookkeeper/General Clerk, my job duties include paying the health & welfare and pension premiums for employees of Local 100, which includes the issuing of the remittance checks and the review of and processing of the remittance form.
4. Local 100 does not pay health & welfare & pension benefits on behalf of its employees. Local 100 does pay health & welfare & pension premiums on behalf of its employees on a monthly basis to the Central States Health & Welfare & Pension Funds, a multi-employer health and welfare and pension fund.
5. The documents attached hereto are documents that were created and kept in the ordinary course of Local 100's business as a labor union.
6. Local 100 writes two (2) checks to Central States every month -- one check covers health and welfare premiums and the other check covers pension premiums for Local 100 employees. To demonstrate this fact, attached hereto are copies of cancelled checks covering each month for the time period December 31, 2000 through December 29, 2001.

Case 1:02-cv-00052-TSH-TSH Document 50-2 Filed 09/11/2003 Page 39 of 95

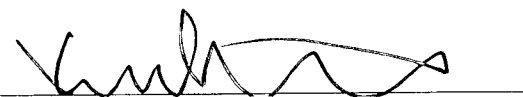
7. Because Local 100 pays its monthly premium on behalf of its employees in a lump sum, also attached hereto are remittance reports indicating the names of each individual employee covered by a given month's health & welfare and pension premium, as well as the number of weeks each individual was covered in that month.

8. If an employee is terminated or resigns during the middle of the month, he or she is covered through the Saturday of the week in which they last worked.
9. The attached documents indicate that health & welfare and pension premiums were paid on behalf of Thomas A. Schweitzer through February 24, 2001, the Saturday following his last date of employment.
10. The attached documents indicate that health & welfare & pension premiums were paid on behalf of Arthur C. Green through December 8, 2001, the Saturday following his last date of employment.

  
SARAH E. MCFARLAND  
SS#: 302-74-5585

STATE OF OHIO                                 )  
  )  
COUNTY OF HAMILTON                     )

Sworn to and subscribed in my presence this 29<sup>th</sup> day of August, 2003.

  
NOTARY PUBLIC  
NO EXP. PER ORC 147.03

This is your **Turnaround Document** for the billing period from 11/26/2000 - 12/30/2000. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

|  |                             |  |                            |
|--|-----------------------------|--|----------------------------|
| STATUS CODE - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE. |                             |  |                            |
| <b>Status Codes - Contributions Owed *</b>   |                             | <b>Status Codes - Contributions Not Owed</b> |                            |
| ACT - Active   | AFW - Available For Work    | DEC - Deceased                               | DIS - Discharged           |
| FLP - Family Leave Paid  | LAP - Leave Of Absence Paid | FLU - Family Leave Unpaid                    | IHU - Insufficient Hours   |
| LOP - Layoff Paid  | MLP - Military Leave Paid   | LAU - Leave Of Absence Unpaid                | LOU - Layoff Unpaid        |
| RTP - Retiree Paid   | SLP - Sick Leave Paid       | MLU - Military Leave Unpaid                  | NCP - Non-Covered Position |
| STR - Strike   | VAC - Vacation              | PRB - Probation                              | QTU - Quit                 |
| WCP - Workmens Comp Paid   |                             | RTU - Retiree Unpaid                         | SLU - Sick Leave Unpaid    |
|  |                             | SUS - Suspended                              | WCU - Workmens Comp Unpaid |

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

|           |             | Week Beginning On: 11/26/2000 12/03/2000 12/10/2000 12/17/2000 12/24/2000 |        |     |        |     |        |     |        |     |        |     |
|-----------|-------------|---|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|
| SITE CODE | SSN         | Name  | Status | Wks | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|           | 404-50-9197 | AGNOR, RONALD V   |        |     |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K   |        |     |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L  |        |     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C  |        |     |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E   |        |     |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J  |        |     |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C   |        |     |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C  |        |     |        |     |        |     |        |     |        |     |
|           | 279-54-8415 | JONES, ALAN M   |        |     |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D  |        |     |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T   |        |     |        |     |        |     |        |     |        |     |
|           | 559-66-6662 | MANN JR, HOMER E  |        |     |        |     |        |     |        |     |        |     |
|           | 270-30-3115 | MATHESON, JAMES   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |

RECEIVED  
DEC 27 2000  
TEAMSTERS  
LOCAL 100

|                |               |    |    |    |    |    |
|----------------|---------------|----|----|----|----|----|
| Page Subtotals | H&W Weeks     | 12 | 12 | 12 | 12 | 12 |
|                | Pension Weeks | 12 | 12 | 12 | 12 | 12 |

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 01/15/2001 for Health & Welfare  
for the billing period Dec. 2000 is: \$15,093.00

If there are no changes to the information listed for 8811900-0100  
the amount due on 01/15/2001 for Pension  
for the billing period Dec. 2000 is: \$13,500.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND

CHECK# 32158

CHECK# 32159

H&W PAYMENT AMOUNT: \$ 15,093.00

PENSION PAYMENT AMOUNT: \$ 13,500.00

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291

*Handwritten signature: Maureen McDonough*

|        |     |        |     |        |     |        |     |        |     |
|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|
| Status | Wks | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|

**CURRENT PERIOD ADDS OR ADJUSTMENTS**

13,500.00

CINCINNATI, OH 45241



**TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100**  
affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032158

JANUARY 12 2001

\*\*\*\*\*15,093.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291  
PALATINE, IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch  
Acct#881900-0100

*Alan L. Barnes*  
PRESIDENT

*Freddie Kell*  
SECRETARY-TREASURER

⑈032158⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001509300⑈



**TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100**  
affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032159

JANUARY 12 2001

\*\*\*\*\*13,500.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND  
DEPARTMENT 10291  
PALATINE, IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch  
Acct#8811900-0100

*Alan L. Barnes*  
PRESIDENT

*Freddie Kell*  
SECRETARY-TREASURER

⑈032159⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001350000⑈

FD-144-60 00000576 0075780 532 025 58 40

ORDER TO /  
 WITHIN NAMED TITLE  
 ABSENCE OF ENDORSEMENT  
 GUARANTEED. MFSC #1  
 PMT. ACPT. W/O PREJUDICE

16 7979 CH04/19/01/18/01  
75485000 SORT 163  
#0750000000/00000000

7-250000-0000

CREDIT TO THE ACCOUNT OF  
THE WITHIN NAMED PAYEE  
IN ABSENCE OF ENDORSEMENT GUARANTEE  
PAYMENT ACCEPTED WITHOUT PREJUDICE  
MELLON FINANCIAL SERVICES

01-18-01 0010291 0291289 379 015 57

16 7943 CHIC19/01 1/18/01  
754251200 SORT 100  
167500001207/0009982AR

[illegible]

This is your Turnaround Document for the billing period from 12/31/2000 - 01/27/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

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| Status Codes - Contributions Owed |                             | Status Codes - Contributions Not Owed |                            |
|-----------------------------------|-----------------------------|---------------------------------------|----------------------------|
| ACT - Active                      | AFW - Available For Work    | DEC - Deceased                        | DIS - Discharged           |
| FLP - Family Leave Paid           | LAP - Leave Of Absence Paid | FLU - Family Leave Unpaid             | IHU - Insufficient Hours   |
| LOP - Layoff Paid                 | MLP - Military Leave Paid   | LAU - Leave Of Absence Unpaid         | LOU - Layoff Unpaid        |
| RTP - Retiree Paid                | SLP - Sick Leave Paid       | MLU - Military Leave Unpaid           | NCP - Non-Covered Position |
| STR - Strike                      | VAC - Vacation              | PRB - Probation                       | QTU - Quit                 |
| WCP - Workmens Comp Paid          |                             | RTU - Retiree Unpaid                  | SLU - Sick Leave Unpaid    |
|                                   |                             | SUS - Suspended                       | WCU - Workmens Comp Unpaid |

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100      Local Contract : 00100A  
Week Beginning On: 12/31/2000   01/07/2001   01/14/2001   01/21/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V    |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K        |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C   |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E    |        |     |        |     |        |     |        |     |
|           | 286-52-5039 | GOSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C    |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C   |        |     |        |     |        |     |        |     |
|           | 279-54-8415 | JONES, ALAN M      |        |     |        |     |        |     |        |     |
|           | 408-66-5415 | KELLS, FREDDIE D   |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T        |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E   |        |     |        |     |        |     |        |     |
|           | 270-30-3115 | MATHESON, JAMES    | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |

Page Subtotals      H&W Weeks      Pension Weeks

12      12      12      12

12      12      12      12

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 02/15/2001 for Health & Welfare  
for the billing period Jan. 2001 is: \$12,074.40

If there are no changes to the information listed for 8811900-0100  
the amount due on 02/15/2001 for Pension  
for the billing period Jan. 2001 is: \$10,800.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100  
MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 32484  
H&W PAYMENT AMOUNT: \$ 12,074.40

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100  
MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND  
CHECK# 32485  
PENSION PAYMENT AMOUNT: \$ 10,800.00

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291

*Alan K.*



Central Union, Southeast and Southwest Areas  
Health and Welfare Fund  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847/518-9800

Case 1:02-cv-00052-TSH-TSH Document 50-2

Employer: LOCAL UNION NO 100

Account: 8811300-0100

Page: 2 of 2

Date Printed: 01/24/2001

Page 45 of 95

Account No: 8811300-0100

Local Contract: 00100A

Week Beginning On: 12/31/2000 01/07/2001 01/14/2001 01/21/2001

Site CODE SSN Name Status Wks Status Wks Status Wks Status Wks

|             |                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-------------|----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 302-74-5585 | MCFARLAND, SARAH E   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 403-35-3255 | MEECE, HEATHER M     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 269-48-1978 | MINIX, JOHN D        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 276-36-2079 | SCHWEITZER, THOMAS A |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 289-52-7371 | STAPLETON, TROY H    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 402-56-5471 | WILLIS, ARTHUR D     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|            |      |                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------|------|---------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| ite<br>ode | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|            | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ite<br>ode | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|            | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ite<br>ode | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|            | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

ocal/Contract Pension Weeks  
ubtotals

6 6 6 6  
6 6 6 6

H&W Weeks

H & W Amounts Due: (12/31,01/07,01/14,01/21)

# of Weeks

18 \* \$ 167.70 = 3018.60

Pension Amounts Due: (12/31,01/07,01/14,01/21)

# of Weeks

18 \* \$150.00 = 2700.00

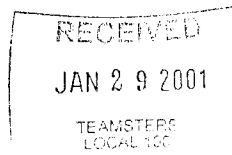
Total Due:

12,074.40

Total Due:

10,800.00

Prepared By: HEATHER MEECE Preparer's Phone #: 513 769-5700 Preparer's Fax#: 513 769-4420



PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

ATTN  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/426

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032484

FEBRUARY 13 2001

\*\*\*\*\*12,074.40\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

120497197 05 022001 758  
Acct#8811900-0100

*Ran F. Barnes*  
PRESIDENT

*Fredrick Hall*  
SECRETARY-TREASURER

032484 042000013

8360620

0001207110



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032485

FEBRUARY 13 2001

\*\*\*\*\*10,500.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

120497195 05 022801 758  
Acct#8811900-0100

*Ran F. Barnes*  
PRESIDENT

*Fredrick Hall*  
SECRETARY-TREASURER

032485 042000013

8360620

0001080000

01 XXX/CINN 02/20/01  
075000022 FIRSTAR  
SORT 150

626273235

CREDIT TO THE ACCOUNT OF  
THE WITHIN NAMED PAYEE  
IN ABSENCE OF ENDORSEMENT GUARANTEE  
PAYMENT ACCEPTED WITHOUT PREVIOUS  
MELLON FINANCIAL SERVICES  
Chicago, IL 60606-0001  
MELLON FINANCIAL SERVICES

120497197 042000437  
120497197 02-20-01  
15 7031 CHIC 02/17/01  
754858220 SORT 164  
075000022 FIRSTAR

1616736519

01 XXX/CINN 02/20/01  
075000022 FIRSTAR  
SORT 150

626273234

CREDIT TO THE ACCOUNT OF  
THE WITHIN NAMED PAYEE  
IN ABSENCE OF ENDORSEMENT GUARANTEE  
PAYMENT ACCEPTED WITHOUT PREVIOUS  
MELLON FINANCIAL SERVICES  
Chicago, IL 60606-0001  
MELLON FINANCIAL SERVICES

120497195 042000437  
120497195 02-20-01  
15 7031 CHIC 02/17/01  
754858220 SORT 164  
075000022 FIRSTAR

1616736216



This is your **Turnaround Document** for the billing period from 01/28/2001 - 02/24/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

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**Status Codes - Contributions Owed \***

ACT - Active  
FLP - Family Leave Paid  
LOF - Layoff Paid  
RTP - Retiree Paid  
VAC - Vacation  
AFW - Available For Work  
LAF - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLF - Sick Leave Paid  
WCF - Workmens Comp Paid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

**Status Codes - Contributions Not Owed**

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRE - Probation  
RTU - Retiree Unpaid  
STR - Strike  
WCU - Workmens Comp Unpaid  
DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
QTU - Quit  
SLU - Sick Leave Unpaid  
SUS - Suspended

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 01/28/2001 02/04/2001 02/11/2001 02/18/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V    |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | EARNES, A K        |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C   |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E    |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C    |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C   |        |     |        |     |        | LOU | 0      |     |
|           | 279-54-8415 | JONES, ALAN M      |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D   |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T        |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E   |        |     |        |     |        |     |        |     |
|           | 270-30-3115 | MATHESON, JAMES    | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           |             |                    | DIS    |     | DIS    |     | DIS    |     | DIS    |     |
|           | 302-74-5585 | MCFARLAND, SARAH E |        |     |        |     |        |     |        |     |

|                |               |    |    |    |    |
|----------------|---------------|----|----|----|----|
| Page Subtotals | H&W Weeks     | 13 | 13 | 13 | 12 |
|                | Pension Weeks | 13 | 13 | 13 | 12 |

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 03/15/2001 for Health & Welfare  
for the billing period Feb. 2001 is: \$12,074.40

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND

CHECK# 32734

H&W PAYMENT AMOUNT: \$ 11,906.70

If there are no changes to the information listed for 8811900-0100  
the amount due on 03/15/2001 for Pension  
for the billing period Feb. 2001 is: \$10,800.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND

CHECK# 32735

PENSION PAYMENT AMOUNT: \$ 11,850.00

(see attached add-on)

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291

*(Handwritten signature: Freddie Kells)*



Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 01/28/2001 02/04/2001 02/11/2001 02/18/2001

| ITE | SSN | Name | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----|-----|------|--------|-----|--------|-----|--------|-----|--------|-----|
|-----|-----|------|--------|-----|--------|-----|--------|-----|--------|-----|

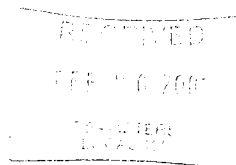
|             |                      |  |  |  |  |  |  |  |  |  |
|-------------|----------------------|--|--|--|--|--|--|--|--|--|
| 403-35-3255 | MEECE, HEATHER M     |  |  |  |  |  |  |  |  |  |
| 269-48-1978 | MINIX, JOHN D        |  |  |  |  |  |  |  |  |  |
| 276-36-2079 | SCHWEITZER, THOMAS A |  |  |  |  |  |  |  |  |  |
| 289-52-7371 | STAPLETON, TROY H    |  |  |  |  |  |  |  |  |  |
| 402-56-5471 | WILLIS, ARTHUR D     |  |  |  |  |  |  |  |  |  |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|                    |                                  |     |   |     |   |     |   |     |   |
|--------------------|----------------------------------|-----|---|-----|---|-----|---|-----|---|
| SSN                | Date of Birth                    | ACT | 1 | ACT | 1 | ACT | 1 | ACT | 1 |
| 405-90-0009        | 10/04/57                         |     |   |     |   |     |   |     |   |
| Name               | Address: City, State, Zip        |     |   |     |   |     |   |     |   |
| Timothy Montgomery | 3055 Elmwood, Edgewood, KY 41017 |     |   |     |   |     |   |     |   |
| SSN                | Date of Birth                    |     |   |     |   |     |   |     |   |
|                    |                                  |     |   |     |   |     |   |     |   |
| Name               | Address: City, State, Zip        |     |   |     |   |     |   |     |   |
|                    |                                  |     |   |     |   |     |   |     |   |
| SSN                | Date of Birth                    |     |   |     |   |     |   |     |   |
|                    |                                  |     |   |     |   |     |   |     |   |
| Name               | Address: City, State, Zip        |     |   |     |   |     |   |     |   |
|                    |                                  |     |   |     |   |     |   |     |   |

|  |           |               |           |            |                           |
|--|-----------|---------------|-----------|------------|---------------------------|
| Local/Contract                               | H&W Weeks | 5             | 5         | 5          | 5                         |
| Subtotals                                    |           |               |           |            |                           |
| Pension Weeks                                |           | 6             | 6         | 6          | 6                         |
| H & W Amounts Due: (01/28,02/04,02/11,02/18) |           |               |           |            |                           |
| # of Weeks                                   | 71        | * \$ 167.70 = | 11,906.70 | # of Weeks | 75 * \$150.00 = 11,250.00 |
| Total Due:                                   |           | 11,906.70     |           | Total Due: | 11,850.00                 |
|  |           |               |           |            | (includes attached add)   |

Prepared By: Heather Meece Preparer's Phone #: (513) 769-5100 Preparer's Fax#: (513) 769-4420



PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

ATTN  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032734

MARCH 13 2001

\*\*\*\*\*11,906.70\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio Acct#8811900-0100  
Evendale Branch

*Alan F. Barnes*  
PRESIDENT

*Freddie Kell*  
SECRETARY-TREASURER

⑈032734⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001190670⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032735

MARCH 13 2001

\*\*\*\*\*11,850.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio Acct#8811900-0100  
Evendale Branch

*Alan F. Barnes*  
PRESIDENT

*Freddie Kell*  
SECRETARY-TREASURER

⑈032735⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001185000⑈

01 1179 CINA 03/28/01  
XXXXXXXXXXXX SRT 162  
075000022 FIRSTAR

6666325523

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

03-27-01 0010575 0575377 607 009 57 46

16 7990 CHIC 03/27/01  
754958280 SDR1 160  
10750000224 FIRSTAR

1616208652

01 1179 CINA 03/28/01  
XXXXXXXXXXXX SRT 162  
075000022 FIRSTAR

6666325524

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

03-27-01 0010291 0291697 404 020 57 46

16 7990 CHIC 03/27/01  
754958280 SDR1 160  
10750000224 FIRSTAR

1616208679



This is your **Turnaround Document** for the billing period from 02/25/2001 - 03/31/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported.

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

| Status Codes - Contributions Owed * |                             | Status Codes - Contributions Not Owed |                            |
|-------------------------------------|-----------------------------|---------------------------------------|----------------------------|
| ACT - Active                        | AFW - Available For Work    | DEC - Deceased                        | DIS - Discharged           |
| FLP - Family Leave Paid             | LAP - Leave Of Absence Paid | FLU - Family Leave Unpaid             | IHU - Insufficient Hours   |
| LOF - Layoff Paid                   | MLP - Military Leave Paid   | LAU - Leave Of Absence Unpaid         | LOU - Layoff Unpaid        |
| RTP - Retiree Paid                  | SLP - Sick Leave Paid       | MLU - Military Leave Unpaid           | NCP - Non-Covered Position |
| STR - Strike                        | VAC - Vacation              | PRB - Probation                       | QTU - Quit                 |
| WCP - Workmens Comp Paid            |                             | RTU - Retiree Unpaid                  | SLU - Sick Leave Unpaid    |
|                                     |                             | SUS - Suspended                       | WCU - Workmens Comp Unpaid |

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 02/25/2001 03/04/2001 03/11/2001 03/18/2001 03/25/2001

| SITE CODE | SSN         | Name                 | Status | Wks | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|----------------------|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V      |        |     |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K          |        |     |        |     |        |     |        |     |        |     |
|           | 288-74-5143 | BOWERS, LISA L       |        |     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C     |        |     |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E      |        |     |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J   |        |     |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C      |        |     |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C     | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M        |        |     |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D     |        |     |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T          |        |     |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E     |        |     |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MC FARLAND, SARA H E |        |     |        |     |        |     |        |     |        |     |

Page Subtotals H&W Weeks 12 12 12 12 12  
Pension Weeks 12 12 12 12 12

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 04/15/2001 for Health & Welfare  
for the billing period Mar. 2001 is: \$14,254.50

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND

CHECK# 32966

H&W PAYMENT AMOUNT: \$ 14,254.50 + 20.58

14,275.08

MAIL TO:

CENTRAL STATES FUNDS (PER ATT.)  
DEPARTMENT 10291  
PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 04/15/2001 for Pension  
for the billing period Mar. 2001 is: \$13,500.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND

CHECK# 32967

PENSION PAYMENT AMOUNT: \$ 13,500.00 + 20.58

13,520.58

(PER ATTACH.)



ACCOUNT NO.: 6811900-0100 Local Contract : 00100A  
Week Beginning On: 02/25/2001 03/04/2001 03/11/2001 03/18/2001 03/25/2001  
SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks Status Wks

|             |                       |      |  |      |  |      |  |      |  |      |  |      |  |      |  |
|-------------|-----------------------|------|--|------|--|------|--|------|--|------|--|------|--|------|--|
| 403-35-3255 | MEECE, HEATHER M      |      |  |      |  |      |  |      |  |      |  |      |  |      |  |
| 269-48-1978 | MINI, JOHN D          |      |  |      |  |      |  |      |  |      |  |      |  |      |  |
| 405-90-0009 | MONTGOMERY, TIMOTHY J | ACTP |  | ACTP |  | ACTP |  | ACTP |  | ACTP |  | ACTP |  | ACTP |  |
| 276-36-2079 | SCHWEITZER, THOMAS A  |      |  |      |  |      |  |      |  |      |  |      |  |      |  |
| 289-52-7371 | STAPLETON, TROY H     |      |  |      |  |      |  |      |  |      |  |      |  |      |  |
| 402-56-5471 | WILLIS, ARTHUR D      |      |  |      |  |      |  |      |  |      |  |      |  |      |  |

DIS O DIS O DIS O - REMOVE

LAYOFF EFF. 3/20/01 CURRENT PERIOD ADDS OR ADJUSTMENTS

|     |                    |                                      |     |   |     |   |     |   |     |   |     |   |
|-----|--------------------|--------------------------------------|-----|---|-----|---|-----|---|-----|---|-----|---|
| ite | SSN                | Date of Birth                        | LOU | D | LOU | D | LOU | D | LOU | D | LOU | D |
| ode | 276-36-2079        | 3/21/40                              |     |   |     |   |     |   |     |   |     |   |
|     | Name               | Address: City, State, Zip            |     |   |     |   |     |   |     |   |     |   |
|     | TIMOTHY SCHWEITZER | 1779 PATRICK DR. CINCINNATI OH 45204 |     |   |     |   |     |   |     |   |     |   |
| ite | SSN                | Date of Birth                        |     |   |     |   |     |   |     |   |     |   |
| ode |                    |                                      |     |   |     |   |     |   |     |   |     |   |
|     | Name               | Address: City, State, Zip            |     |   |     |   |     |   |     |   |     |   |
|     |                    |                                      |     |   |     |   |     |   |     |   |     |   |
| ite | SSN                | Date of Birth                        |     |   |     |   |     |   |     |   |     |   |
| ode |                    |                                      |     |   |     |   |     |   |     |   |     |   |
|     | Name               | Address: City, State, Zip            |     |   |     |   |     |   |     |   |     |   |
|     |                    |                                      |     |   |     |   |     |   |     |   |     |   |

ocal/Contract H&W Weeks 5 5 5 5 5  
ubtotals  
Pension Weeks 6 6 5 5 5  
H & W Amounts Due: (02/25,03/04,03/11,03/18,03/25) Pension Amounts Due: (02/25,03/04,03/11,03/18,03/25)  
# of Weeks 85 \* \$ 167.70 = 14,254.50 # of Weeks 87 \* \$150.00 = 13,050.00  
Total Due: 14,254.50 Total Due: 13,050.00

Prepared By: HEATHER MEECE Preparer's Phone #: 513 769-5100 Preparer's Fax#: 513 769-4420



PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108  
RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032966

APRIL 16 2001

\*\*\*\*\*\$14,275.08\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND

DEPARTMENT 10291

PALATINE IL 60055-0291

FIRSTAR

Cincinnati, Ohio

Evendale Branch

Acct#8811900-0100

*Don E. Barnes*  
PRESIDENT

*Freddie Kell*  
SECRETARY-TREASURER

⑈032966⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001427508⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

032967

APRIL 16 2001

\*\*\*\*\*\$13,075.50\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND

DEPARTMENT 10291

PALATINE IL 60055-0291

FIRSTAR

Cincinnati, Ohio

Evendale Branch

Acct#8811900-0100

*Don E. Barnes*  
PRESIDENT

*Freddie Kell*  
SECRETARY-TREASURER

⑈032967⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001307550⑈

04-20-01 0010291 0291552 356 007 57 44

01 1397 CHIC 04202001  
111410002120 SRT 102  
075000022 FIRSTAR

0262791099

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

16 7340 CHIC 04202001  
754058200 SRT 161  
075000022 FIRSTAR

1515214710

04-20-01 0010291 0291552 356 007 57 44

01 1397 CHIC 04202001  
111410002120 SRT 102  
075000022 FIRSTAR

0262791099

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

16 7340 CHIC 04202001  
754058200 SRT 161  
075000022 FIRSTAR

1515214602



*Handwritten signature: R. K. Barnes*

This is your **Turnaround Document** for the billing period from 04/01/2001 - 04/28/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

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A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

**Status Codes - Contributions Owed \***

ACT - Active  
FLP - Family Leave Paid  
LOP - Layoff Paid  
RTP - Retiree Paid  
STR - Strike  
WCP - Workmens Comp Paid  
AFW - Available For Work  
LAP - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

**Status Codes - Contributions Not Owed**

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended  
DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
QTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 04/01/2001 04/08/2001 04/15/2001 04/22/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V    |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K        |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C   |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E    |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C    |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M      |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D   |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T        |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E   |        |     |        |     |        |     |        |     |
|           | 302-74-5565 | MCFARLAND, SARAH E |        |     |        |     |        |     |        |     |

Page Subtotals    H&W Weeks    12    12    12    12  
Pension Weeks    12    12    12    12

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 05/15/2001 for Health & Welfare  
for the billing period Apr. 2001 is: \$11,244.80

If there are no changes to the information listed for 8811900-0100  
the amount due on 05/15/2001 for Pension  
for the billing period Apr. 2001 is: \$10,112.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND

CHECK# 33135

CHECK# 33134

H&W PAYMENT AMOUNT: \$ 11,244.80

PENSION PAYMENT AMOUNT: \$ 10,112.00

MAIL TO:

CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291



Central States Southeast and Southwest Areas  
Health and Welfare and Pension Funds  
P.O. Box 5100  
Des Plaines, IL 60017-5100  
Phone: 847/518-9800

Employer: LOCAL UNION NO 100  
Account: 8811900-0100  
Page: 2 of 2  
Date Printed: 04/24/2001

Filed 09/11/2003 Page 57 of 95

Case 1:02-cv-00052-TSH-TSH Document 50-2

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 04/01/2001 04/08/2001 04/15/2001 04/22/2001

SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks

|             |                      |     |   |     |   |     |   |     |   |  |  |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|--|--|
| 403-35-3255 | MEECE, HEATHER M     |     |   |     |   |     |   |     |   |  |  |
| 269-48-1978 | MINIX, JOHN D        |     |   |     |   |     |   |     |   |  |  |
| 276-36-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |  |  |
| 289-52-7371 | STAPLETON, TROY H    |     |   |     |   |     |   |     |   |  |  |
| 402-56-5471 | WILLIS, ARTHUR D     |     |   |     |   |     |   |     |   |  |  |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|           |      |                           |  |  |  |  |  |  |  |  |  |
|-----------|------|---------------------------|--|--|--|--|--|--|--|--|--|
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |

Local/Contract H&W Weeks  
Subtotals

4 4 4 4

Pension Weeks

4 4 4 4

H & W Amounts Due: (04/01,04/08,04/15,04/22)

Pension Amounts Due: (04/01,04/08,04/15,04/22)

# of Weeks

16 \* \$ 175.70 = 2811.20

# of Weeks

16 \* \$158.00 = 2528.00

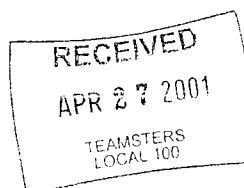
Total Due:

11,244.80

Total Due:

10,112.00

Prepared By: HEATHER MEECE Preparer's Phone #: 513 769-5100 Preparer's Fax#: 513 769-4920



PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10201, PALATINE, IL 60055-0201

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033135

MAY 8 2001

\*\*\*\*\*11,244.80\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND

DEPARTMENT 10291

PALATINE IL 60055-0291

FIRSTAR

Cincinnati, Ohio

Evendale Branch

Acct#8811900-0100

*Ran T. Barnes*  
PRESIDENT

*Fredie Kells*  
SECRETARY-TREASURER

⑈033135⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001124480⑈

⑈033135⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001124480⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033136

MAY 8 2001

\*\*\*\*\*10,112.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND

DEPARTMENT 10291

PALATINE IL 60055-0291

FIRSTAR

Cincinnati, Ohio

Evendale Branch

Acct#8811900-0100

*Ran T. Barnes*  
PRESIDENT

*Fredie Kells*  
SECRETARY-TREASURER

⑈033136⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001011200⑈

RJ 2825 CHIC 05/22/01  
111410002120 SRT 162  
075000022 FIRSTAR  
6161588123

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #11  
PMT. ACPT. W/O PREJUDICE

05/22/01 00100375 01575500 394 018 57 46

16 7084 CHIC 05/21/01  
754858200 SRT 161  
10750000224 FIRSTAR  
1414168655

01 2825 CHIC 05/22/01  
111410002120 SRT 162  
075000022 FIRSTAR  
6161588122

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #11  
PMT. ACPT. W/O PREJUDICE

05/22/01 00100291 02911116 394 018 57 46

16 7084 CHIC 05/21/01  
754858200 SRT 161  
10750000224 FIRSTAR  
1414168629



Central States Southeast and Southwest Areas  
Health and Welfare Fund  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847/518-9500

Case 1:02-cv-00052-TSH-TSH

Document 502

Employer: LOCAL UNION NO 100

Date: 05/09/2001

Page: 1 of 2

Date Printed: 05/24/2001

Filed 09/11/2003

Page 60 of 95

This is your **Turnaround Document** for the billing period from 04/29/2001 - 05/26/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported.

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

**Status Codes - Contributions Owed \***

ACT - Active  
FLP - Family Leave Paid  
LOP - Layoff Paid  
RTP - Retiree Paid  
STR - Strike  
WCP - Workmens Comp Paid

AFW - Available For Work  
LAP - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

**Status Codes - Contributions Not Owed**

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended

DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
OTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 04/29/2001 05/06/2001 05/13/2001 05/20/2001

| SITE CODE | SSN         | Name                | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|---------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V     |        |     |        |     |        |     |        |     |
|           | 300-56-5876 | BARNES, A K         |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L      |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C    |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E     |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J  |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C     |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C    | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M       |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELTS, FREDDIE D    |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T         |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E    |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MCFARLAND, SARA H E |        |     |        |     |        |     |        |     |

Continued...

Page Subtotals H&W Weeks  
Pension Weeks

12 12 12 12  
12 12 12 12

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 06/15/2001 for Health & Welfare  
for the billing period May, 2001 is \$11,244.80

If there are no changes to the information listed for 8811900-0100  
the amount due on 06/15/2001 for Pension  
for the billing period May, 2001 is \$10,112.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 33337

H&W PAYMENT AMOUNT: \$ 11,244.80

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND  
CHECK# 33338

PENSION PAYMENT AMOUNT: \$ 10,112.00

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291



Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 04/29/2001 05/06/2001 05/13/2001 05/20/2001

SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks

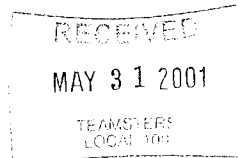
|             |                      |     |   |     |   |     |   |     |   |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|
| 403-35-3255 | MEECE, HEATHER M     |     |   |     |   |     |   |     |   |
| 269-48-1978 | MINIX, JOHN D        |     |   |     |   |     |   |     |   |
| 276-36-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |
| 289-52-7371 | STAPLETON, TROY H    |     |   |     |   |     |   |     |   |
| 402-56-5471 | WILLIS, ARTHUR D     |     |   |     |   |     |   |     |   |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|           |     |                           |  |  |  |  |  |  |  |
|-----------|-----|---------------------------|--|--|--|--|--|--|--|
| Site Code | SSN | Date of Birth             |  |  |  |  |  |  |  |
| Name      |     | Address: City, State, Zip |  |  |  |  |  |  |  |
| Site Code | SSN | Date of Birth             |  |  |  |  |  |  |  |
| Name      |     | Address: City, State, Zip |  |  |  |  |  |  |  |
| Site Code | SSN | Date of Birth             |  |  |  |  |  |  |  |
| Name      |     | Address: City, State, Zip |  |  |  |  |  |  |  |

|  |           |               |         |            |           |
|--|-----------|---------------|---------|------------|-----------|
| Local/Contract                               | H&W Weeks | 4             | 4       | 4          | 4         |
| Subtotals                                    |           |               |         |            |           |
| Pension Weeks                                |           | 4             | 4       | 4          | 4         |
| H & W Amounts Due: (04/29,05/06,05/13,05/20) |           |               |         |            |           |
| # of Weeks                                   | 14        | * \$ 175.70 = | 2461.20 | # of Weeks | 14        |
| Total Due:                                   |           | 11,244.80     |         | Total Due: | 15,112.00 |

Prepared By: HEATHER MEECE Preparer's Phone #: 513 769-5100 Preparer's Fax#: 513 769-4420



PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108  
RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033337

June 6, 2001

\*\*\*\*\*11,244.80\*\*\*\*\*

PAY  
TO THE  
ORDER  
OF

Central States H&W Fund  
Department 10291  
Palatine, IL 60055-0291

120536155 05 061801 7552

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100

*Alan L. Barnes*  
President

*Freddie Kell*  
Secretary-Treasurer

⑈033337⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001124480⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033338

June 6, 2001

\*\*\*\*\$10,112.00\*\*\*\*\*

PAY  
TO THE  
ORDER  
OF

Central States Pension Fund  
Department 10291  
Palatine, IL 60055-0291

120536146 05 061801 7552

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100

*Alan L. Barnes*  
President

*Freddie Kell*  
Secretary-Treasurer

⑈033338⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001011200⑈

06-18-01 0010575 0575533 538 012 58 44

01 XXX CHIC 06/18/01  
SORT 150  
075000022 FIRSTAR

5050072193

120536166 042000437  
120536166 06-18-01

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MISC #  
PMT. ACPT. W/O PREJUD

15 7946 CHIC 06/16/01  
XXXXXXXXXX SORT 164  
075000022 FIRSTAR

7676225375

06-18-01 0010291 0271536 346 018 58 44

01 XXX CHIC 06/18/01  
SORT 150  
075000022 FIRSTAR

5050072189

120536146 042000437  
120536146 06-18-01

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MISC #  
PMT. ACPT. W/O PREJUD

15 7946 CHIC 06/16/01  
XXXXXXXXXX SORT 164  
075000022 FIRSTAR

7676219557



This is your **Turnaround Document** for the billing period from 05/27/2001 - 06/30/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext. 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported.

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

**Status Codes - Contributions Owed \***

ACT - Active  
FLP - Family Leave Paid  
LOP - Layoff Paid  
RTP - Retiree Paid  
STR - Strike  
WCP - Workmens Comp Paid

AFW - Available For Work  
LAP - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended

**Status Codes - Contributions Not Owed**

DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
QTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 05/27/2001 06/03/2001 06/10/2001 06/17/2001 06/24/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V    |        |     |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K        |        |     |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L     |        |     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C   |        |     |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E    |        |     |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C    |        |     |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | ONES, ALAN M       |        |     |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D   |        |     |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T        |        |     |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E   |        |     |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MCFARLAND, SARA H  |        |     |        |     |        |     |        |     |        |     |

Page Subtotals H&W Weeks  
Pension Weeks

12 12 12 12 12  
12 12 12 12 12

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 07/15/2001 for Health & Welfare  
for the billing period Jun. 2001 is: \$14,056.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 033597

H&W PAYMENT AMOUNT: \$ 14,056.00

If there are no changes to the information listed for 8811900-0100  
the amount due on 07/15/2001 for Pension  
for the billing period Jun. 2001 is: \$12,640.00

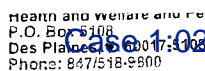
EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND

CHECK# 033598

PENSION PAYMENT AMOUNT: \$ 12,640.00

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291



Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 05/27/2001 06/03/2001 06/10/2001 06/17/2001 06/24/2001

| SITE<br>CODE | SSN | Name | Week beginning On: 04/27/2001 |     | 05/03/2001 |     | 05/10/2001 |     | 05/17/2001 |     | 05/24/2001 |     |
|--------------|-----|------|-------------------------------|-----|------------|-----|------------|-----|------------|-----|------------|-----|
|              |     |      | Status                        | Wks | Status     | Wks | Status     | Wks | Status     | Wks | Status     | Wks |

|             |                      |     |   |     |   |     |   |     |   |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|
| 403-35-3255 | MEECE, HEATHER M     |     | 1 |     | 1 |     | 1 |     | 1 |
| 269-48-1978 | MINIX, JOHN D        |     | 1 |     | 1 |     | 1 |     | 1 |
| 276-36-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |
| 289-52-7371 | STAPLETON, TROY H    |     | 1 |     | 1 |     | 1 |     | 1 |
| 402-56-5471 | WILLIS, ARTHUR D     |     | 1 |     | 1 |     | 1 |     | 1 |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|           |      |               |                           |  |  |  |  |  |  |  |  |  |  |
|-----------|------|---------------|---------------------------|--|--|--|--|--|--|--|--|--|--|
| Site Code | SSN  | Date of Birth |                           |  |  |  |  |  |  |  |  |  |  |
|           | Name |               | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth |                           |  |  |  |  |  |  |  |  |  |  |
|           | Name |               | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth |                           |  |  |  |  |  |  |  |  |  |  |
|           | Name |               | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |

| Local/Contract | H&W Weeks |
|----------------|-----------|
| Subtotals      |           |

### Pension Weeks

H & W Amounts Due: (05/27,06/03,06/10,06/17,06/24)

# of Weeks

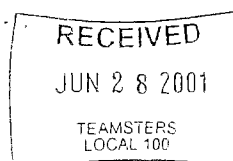
**Total Due:**

Pension Amounts Due: (05/27,06/03,06/10,06/17,06/24)

# of Weeks

**Total Due:**

Prepared By: HEATHER HESSE Preparer's Phone #: (513) 769-5000 Preparer's Fax#: (513) 769-7120



PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033597

JULY 13 2001

\*\*\*\*\*14,056.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291  
FIRSTSTAR  
Cincinnati, Ohio  
Evendale Branch  
Acct#8811900-00100

*Alan T. Barnes*

PRESIDENT

*Freddie Kelly*

SECRETARY-TREASURER

⑈033597⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001405600⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033598

JULY 13 2001

\*\*\*\*\*12,640.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291  
FIRSTSTAR  
Cincinnati, Ohio  
Evendale Branch  
Acct#8811900-0100

*Alan T. Barnes*

PRESIDENT

*Freddie Kelly*

SECRETARY-TREASURER

⑈033598⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001264000⑈

01 1757 CHIC 07/18/01 0010291 0221858 340 000 57 45

XXXXXXXXXXXXX SRT 172  
075000022 FIRSTAR

5050446273

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

16 7797 CHIC 07/18/01  
0010291 SRT 160  
075000022 FIRSTAR

7979631239

01 1757 CHIC 07/18/01 0010291 0221858 340 000 57 45

XXXXXXXXXXXXX SRT 172  
075000022 FIRSTAR

5050446273

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

16 7797 CHIC 07/18/01  
0010291 SRT 160  
075000022 FIRSTAR

7979633941



This is your **Turnaround Document** for the billing period from 07/01/2001 - 07/28/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported.

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

**Status Codes - Contributions Owed\***

ACT - Active  
FLP - Family Leave Paid  
LOP - Layoff Paid  
RTP - Retiree Paid  
STR - Strike  
WCP - Workmens Comp Paid

AFW - Available For Work  
LAP - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

**Status Codes - Contributions Not Owed**

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended

DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
QTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 07/01/2001 07/08/2001 07/15/2001 07/22/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V    |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K        |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C   |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E    |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C    |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M      |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D   |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T        |        |     |        |     |        |     |        |     |
|           | 559-66-6882 | MANN JR, HOMER E   |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MCFARLAND, SARAH E |        |     |        |     |        |     |        |     |

*Maureen McDonough*

Page Subtotals H&W Weeks  
Pension Weeks

12 12 12 12  
12 12 12 12

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5105, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 08/15/2001 for Health & Welfare  
for the billing period Jul. 2001 is: \$11,244.80

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 33842

H&W PAYMENT AMOUNT: \$ 11,244.80

If there are no changes to the information listed for 8811900-0100  
the amount due on 08/15/2001 for Pension  
for the billing period Jul. 2001 is: \$10,112.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND  
CHECK# 33843

PENSION PAYMENT AMOUNT: \$ 10,112.00

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291



Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 07/01/2001 07/08/2001 07/15/2001 07/22/2001

ITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks

|             |                      |     |   |     |   |     |   |     |   |  |  |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|--|--|
| 403-35-3255 | MEECE, HEATHER M     |     |   |     |   |     |   |     |   |  |  |
| 269-48-1978 | MINIX, JORN D        |     |   |     |   |     |   |     |   |  |  |
| 276-35-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |  |  |
| 289-52-7371 | STAPLETON, TROY H    |     |   |     |   |     |   |     |   |  |  |
| 402-56-5471 | WILLIS, ARTHUR D     |     |   |     |   |     |   |     |   |  |  |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|      |                           |  |  |  |  |  |  |  |  |  |  |
|------|---------------------------|--|--|--|--|--|--|--|--|--|--|
| SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |  |
| Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |
| SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |  |
| Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |
| SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |  |
| Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |  |

Local/Contract H&W Weeks  
Subtotals

4 4 4 4

Pension Weeks

4 4 4 4

H & W Amounts Due: (07/01,07/08,07/15,07/22)

Pension Amounts Due: (07/01,07/08,07/15,07/22)

# of Weeks 16 \* \$ 175.70 = 2811.20

# of Weeks 16 \* \$158.00 = 2528.00

Total Due:

11,244.80

Total Due:

10,112.00

Prepared By: HEATHER MEECE Preparer's Phone #:

(513)  
769-5100

Preparer's Fax#:

(513)  
769-4420

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033842

AUGUST 8 2001

\*\*\*\*\*\$11,244.80\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291

PALATINE IL 60055-0291  
FIRSTSTAR

Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100  
Cont#00100A

*Allen T. Barnes*  
PRESIDENT  
*James V. Ag*  
SECRETARY-TREASURER

⑈033842⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001121.80⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

033843

AUGUST 8 2001

\*\*\*\*\*\$10,112.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND  
DEPARTMENT 10291

PALATINE IL 60055-0291  
FIRSTSTAR

Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100  
Cont#00100A

*Allen T. Barnes*  
PRESIDENT  
*James V. Ag*  
SECRETARY-TREASURER

⑈033843⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001011.200⑈

01 XXXX CHIC 08/20/01 03768017 1032 0218 58 46

075000022 FIRSTAR

5151739108

140457855 042000437  
140457855 08-20-01

15 9678 CHIC 08/18/01  
75458280 SORT 164  
1075000022 FIRSTAR

7777556458

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

01 XXXX CHIC 08/20/01 03768017 1032 0218 58 46

075000022 FIRSTAR

5151739095

140457822 042000437  
140457822 08-20-01

15 9678 CHIC 08/18/01  
75458280 SORT 164  
1075000022 FIRSTAR

7777558951

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

This is your **Turnaround Document** for the billing period from 07/29/2001 - 08/25/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

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A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

STATUS CODE - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

| Status Codes - Contributions Owed * |                             | Status Codes - Contributions Not Owed |                            |
|-------------------------------------|-----------------------------|---------------------------------------|----------------------------|
| ACT - Active                        | AFW - Available For Work    | DEC - Deceased                        | DIS - Discharged           |
| FLP - Family Leave Paid             | LAP - Leave Of Absence Paid | FLU - Family Leave Unpaid             | IHU - Insufficient Hours   |
| LOF - Layoff Paid                   | MLP - Military Leave Paid   | LAU - Leave Of Absence Unpaid         | LOU - Layoff Unpaid        |
| RTP - Retiree Paid                  | SLP - Sick Leave Paid       | MLU - Military Leave Unpaid           | NCP - Non-Covered Position |
| STR - Strike                        | VAC - Vacation              | PRB - Probation                       | QTU - Quit                 |
| WCP - Workmens Comp Paid            |                             | RTU - Retiree Unpaid                  | SLU - Sick Leave Unpaid    |
|                                     |                             | SUS - Suspended                       | WCU - Workmens Comp Unpaid |

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 07/29/2001 08/05/2001 08/12/2001 08/19/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 407-50-9197 | AGFJOR, RONALD V   |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K        |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C   |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E    |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C    |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M      |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D   |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T        |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E   |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MCFARLAND, SARAH E |        |     |        |     |        |     |        |     |

Continued...

Page Subtotals H&W Weeks  
Pension Weeks

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 09/15/2001 for Health & Welfare  
for the billing period Aug. 2001 is: \$11,244.80

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 44095

H&W PAYMENT AMOUNT \$ 11,244.80

If there are no changes to the information listed for 8811900-0100  
the amount due on 09/15/2001 for Pension  
for the billing period Aug. 2001 is: \$10,112.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND  
CHECK#

PENSION PAYMENT AMOUNT: \$

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291



Central States Southeast and Southwest Areas  
Health and Welfare Fund  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847.516-9800

Case 1:02-cv-00052-TSH-TSH Document 30-2 Filed 09/11/2003 Page 73 of 95

Employer: LOCAL UNION NO 100  
Account: 8811900-0100  
Page: 2 of 2  
Date Printed: 08/24/2001

Page 73 of 95

Account No.: 8811900-0100 Local Contract : 00100A

Week Beginning On: 07/29/2001 08/05/2001 08/12/2001 08/19/2001  
SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks

|             |                      |     |   |     |   |     |   |     |   |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|
| 403-35-3255 | MEECE, HEATHER M     |     |   |     |   |     |   |     |   |
| 269-48-1978 | MINIX, JOHN D        |     |   |     |   |     |   |     |   |
| 276-36-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |
| 289-52-7371 | STAPLETON, TROY H    |     |   |     |   |     |   |     |   |
| 402-56-5471 | WILLIS, ARTHUR D     |     |   |     |   |     |   |     |   |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|           |      |                           |  |  |  |  |  |  |  |
|-----------|------|---------------------------|--|--|--|--|--|--|--|
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |

|  |               |  |   |   |   |
|--|---------------|--|---|---|---|
| Local/Contract                               | H&W Weeks     | 4  | 4 | 4 | 4 |
| Subtotals                                    | Pension Weeks | 4  | 4 | 4 | 4 |
| H & W Amounts Due: (07/29,08/05,08/12,08/19) |               | Pension Amounts Due: (07/29,08/05,08/12,08/19) |   |   |   |
| # of Weeks 16 * \$ 175.70 = 2811.20          |               | # of Weeks 16 * \$158.00 = 2528.00             |   |   |   |
| Total Due: 11,244.80                         |               | Total Due: 10,148.00                           |   |   |   |

Prepared By: HEATHER MEECE Preparer's Phone #: (613) 767-5100 Preparer's Fax#: (613) 767-5100

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

034095

SEPTEMBER 14 2001

\*\*\*\*\*11,244.80\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291

PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100

*Ronald Agon*  
PRESIDENT

SECRETARY-TREASURER

⑈034095⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001124480⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

034096

SEPTEMBER 14 2001

\*\*\*\*\*10,112.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND

DEPARTMENT 10291

PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100

*Ronald Agon*  
PRESIDENT

SECRETARY-TREASURER

⑈034096⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001011200⑈

01 XXXX CHIC 09/18/01  
1114100002120 SORT 162  
075000022 FIRSTAR

4040770725

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
AT TIME OF ENDORSEMENT  
GUARANTEED. MFSC #1  
P. ACPT. W/O PREJUDICE

09-17-01 0010575 0575305 519 037 58 45

16 XXXX CHIC 09/16/01  
XXXXXXXXXXXXX SORT 201  
075000022 FIRSTAR

767668335

01 XXXX CHIC 09/17/01  
SORT 150  
075000022 FIRSTAR

5151355051

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
AT TIME OF ENDORSEMENT  
GUARANTEED. MFSC #1  
P. ACPT. W/O PREJUDICE

09-17-01 0010221 0221107 328 001 59 45  
140509320 042000437  
140509320 09-17-01

15 7855 CHIC 09/16/01  
XXXXXXXXXXXXX SORT 164  
075000022 FIRSTAR

7676675026



Central States Southeast and Southwest Areas  
Health and Welfare and Pension Funds  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 647/515-9500

Employer: LOCAL UNION NO 100  
Account: 8811900-0100  
Page: 1 of 2  
Date Printed: 09/25/2001

This is your **Turnaround Document** for the billing period from 08/26/2001 - 09/29/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Address, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3610 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported.

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week. If different than stated, if the status box is blank, the status is assumed ACTIVE.

**Status Codes - Contributions Owed \***

ACT - Active  
FLP - Family Leave Paid  
LOP - Layoff Paid  
RTP - Retiree Paid  
STR - Strike  
WCP - Workmens Comp Paid  
AFW - Available For Work  
LAP - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

**Status Codes - Contributions Not Owed**

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended  
DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
OTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 08/26/2001 09/02/2001 09/09/2001 09/16/2001 09/23/2001

| SITE CODE | SSN         | Name                | Status | Wks | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|---------------------|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9187 | AGNOR, RONALD V     |        |     |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K         |        |     |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L      |        |     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C    |        |     |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E     |        |     |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | KROSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |        |     |
|           | 400-53-8411 | GREIN, ARTHUR C     |        |     |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C    | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M       |        |     |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D    |        |     |        |     |        |     |        |     |        |     |
|           | 305-46-0513 | KINMAN, E T         |        |     |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E    |        |     |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MCFARLAND, SARAH E  |        |     |        |     |        |     |        |     |        |     |

Page Subtotals H&W Weeks  
Pension Weeks

12 12 12 12 12  
12 12 12 12 12

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 10/15/2001 for Health & Welfare  
for the billing period Sep. 2001 is: \$14,056.00

If there are no changes to the information listed for 8811900-0100  
the amount due on 10/15/2001 for Pension  
for the billing period Sep. 2001 is: \$12,640.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 34350

H&W PAYMENT AMOUNT: \$ 14056.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND

CHECK# 34351  
PENSION PAYMENT AMOUNT: \$ 12,640.00

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291

*John L. Barnes*



Central States Outrigger and Southwestern Area  
Health and Welfare and Pension Funds  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847/518-9800

Union No. 100  
Account: 8811900-0100  
Page: 2 of 2  
Date Printed: 09/25/2001

Account No.: 8811900-0100 Local Contract : 00100A

Week Beginning On: 08/26/2001 09/02/2001 09/09/2001 09/16/2001 09/23/2001  
SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks Status Wks

|             |                      |     |   |     |   |     |   |     |   |     |   |     |   |     |   |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|-----|---|-----|---|-----|---|
| 403-35-3255 | MEECE, HEATHER M     |     |   |     |   |     |   |     |   |     |   |     |   |     |   |
| 269-44-1978 | MINIX, JOHN D        |     |   |     |   |     |   |     |   |     |   |     |   |     |   |
| 276-36-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |
| 289-52-7371 | STAPLETON, TROY H    |     |   |     |   |     |   |     |   |     |   |     |   |     |   |
| 402-56-5471 | WILLIS, ARTHUR D     |     |   |     |   |     |   |     |   |     |   |     |   |     |   |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|            |                    |                           |                                      |  |            |   |            |   |            |   |            |   |  |
|------------|--------------------|---------------------------|--------------------------------------|--|------------|---|------------|---|------------|---|------------|---|--|
| ite<br>ode | SSN                | Date of Birth             |                                      |  | (P)<br>ACT | 1 | (P)<br>ACT | 1 | (P)<br>ACT | 1 | (P)<br>ACT | 1 |  |
|            | 405-90-0009        | 10-4-57                   |                                      |  |            |   |            |   |            |   |            |   |  |
|            | Name               | Address: City, State, Zip |                                      |  |            |   |            |   |            |   |            |   |  |
|            | TIMOTHY MONTGOMERY |                           | 9501 MEVILLE RD BURLINGTON, KY 41005 |  |            |   |            |   |            |   |            |   |  |
| ite<br>ode | SSN                | Date of Birth             |                                      |  |            |   |            |   |            |   |            |   |  |
|            |                    |                           |                                      |  |            |   |            |   |            |   |            |   |  |
|            | Name               | Address: City, State, Zip |                                      |  |            |   |            |   |            |   |            |   |  |
|            |                    |                           |                                      |  |            |   |            |   |            |   |            |   |  |
| ite<br>ode | SSN                | Date of Birth             |                                      |  |            |   |            |   |            |   |            |   |  |
|            |                    |                           |                                      |  |            |   |            |   |            |   |            |   |  |
|            | Name               | Address: City, State, Zip |                                      |  |            |   |            |   |            |   |            |   |  |
|            |                    |                           |                                      |  |            |   |            |   |            |   |            |   |  |

Local/Contract H&W Weeks 4 4 4 4 4  
subtotals  
Pension Weeks 4 5 5 5 5  
H & W Amounts Due: (08/26,09/02,09/09,09/16,09/23) Pension Amounts Due: (08/26,09/02,09/09,09/16,09/23)  
# of Weeks 80 \* \$ 175.70 = 14,056.<sup>00</sup> # of Weeks 84 \* \$158.00 = 13,272.<sup>00</sup>  
Total Due: 14,056.<sup>00</sup> Total Due: 13,272.<sup>00</sup>


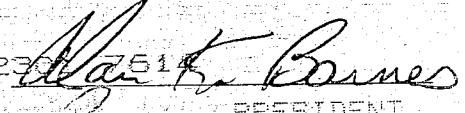
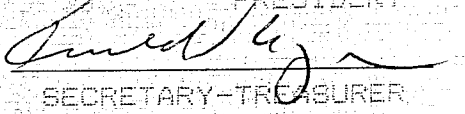
Prepared By: HEATHER MEECE Preparer's Phone #: (513) 769-5100 Preparer's Fax#: (513) 769-4720


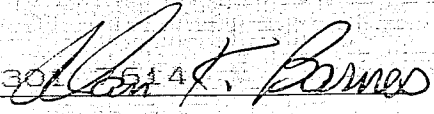
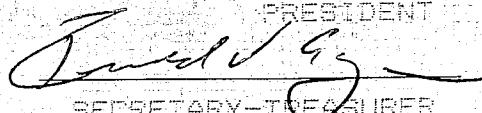
PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108  
RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



|   |   |                        |                     |
|---|---|------------------------|---------------------|
|  | <b>TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100</b>                    |                        | 13-1/420            |
|   | affiliated with the International Brotherhood of Teamsters                          |                        |                     |
| 2100 OAK ROAD   |   | CINCINNATI, OHIO 45241 | 513/769-5100        |
|   |   |                        | <b>034350</b>       |
| OCTOBER 15 2001   |   |                        |                     |
| *****14,056.00**  |   |                        |                     |
| PAY<br>TO THE<br>ORDER<br>OF  | CENTRAL STATES H&W FUND   |                        |                     |
|   | DEPARTMENT 10291  |                        |                     |
|   | PALATINE IL 60055-0291  |                        |                     |
|   | FIRSTAR   | Acct#8811900-0100      |                     |
|   | Cincinnati, Ohio  |                        |                     |
|   | Evendale Branch   |                        |                     |
|   |  |                        | PRESIDENT           |
|   |  |                        | SECRETARY-TREASURER |
| <b>⑈034350⑈ ⑈042000013⑈ ⑈8360620⑈ ⑈0001405600⑈</b>                                |   |                        |                     |

|  |   |                        |                     |
|--|---|------------------------|---------------------|
|  | <b>TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100</b>                      |                        | 13-1/420            |
|  | affiliated with the International Brotherhood of Teamsters                            |                        |                     |
| 2100 OAK ROAD  |   | CINCINNATI, OHIO 45241 | 513/769-5100        |
|  |   |                        | <b>034351</b>       |
| OCTOBER 15 2001  |   |                        |                     |
| *****13,272.00**   |   |                        |                     |
| PAY<br>TO THE<br>ORDER<br>OF   | CENTRAL STATES PENSION FUND   |                        |                     |
|  | DEPARTMENT 10291  |                        |                     |
|  | PALATINE IL 60055-0291  |                        |                     |
|  | FIRSTAR   | Acct#8811900-0100      |                     |
|  | Cincinnati, Ohio  |                        |                     |
|  | Evendale Branch   |                        |                     |
|  |  |                        | PRESIDENT           |
|  |  |                        | SECRETARY-TREASURER |
| <b>⑈034351⑈ ⑈042000013⑈ ⑈8360620⑈ ⑈0001327200⑈</b>                                 |   |                        |                     |

01 XXXX CINN 10/23/01  
SORT 158  
075000022 FIRSTAR  
5050211634

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

10-22-01 0010575 0575224 570 006 58 45  
140440926 042000437  
140440926 10-23-01

15 7729 CHIC 10/20/01  
XXXXXXXXXXXXX SORT 164  
0750000224 FIRSTAR

7979393909

01 XXXX CINN 10/23/01  
SORT 158  
075000022 FIRSTAR  
5050211633

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

10-22-01 0010291 0271588 383 034 58 45  
140440924 042000437  
140440924 10-23-01

15 7729 CHIC 10/20/01  
XXXXXXXXXXXXX SORT 164  
0750000224 FIRSTAR

7979393909



This is your **Turnaround Document** for the billing period from 09/30/2001 - 10/27/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported.

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

**Status Codes - Contributions Owed \***

ACT - Active  
FLP - Family Leave Paid  
LOP - Layoff Paid  
RTP - Retiree Paid  
STR - Strike  
WCP - Workmens Comp Paid  
AFW - Available For Work  
LAP - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

**Status Codes - Contributions Not Owed**

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended  
DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
QTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 09/30/2001 10/07/2001 10/14/2001 10/21/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V    |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K        |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L     |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C   |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E    |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C    |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M      |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D   |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KIRKMAN, E T       |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E   |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MCFARLAND, SARAH E |        |     |        |     |        |     |        |     |

Page Subtotals H&W Weeks  
Pension Weeks

12 12 12 12  
12 12 12 12

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 11/15/2001 for Health & Welfare  
for the billing period Oct. 2001 is: \$11,244.80

If there are no changes to the information listed for 8811900-0100  
the amount due on 11/15/2001 for Pension  
for the billing period Oct. 2001 is: \$10,744.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 34629

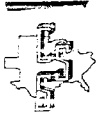
MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND

CHECK#

H&W PAYMENT AMOUNT: \$ 11,244.80

PENSION PAYMENT AMOUNT: \$

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291



Central States, Southeast and Southwest Areas  
Health and Welfare and Pension Funds Association  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847/510-9500

Case 1:02-cv-00052-TSH-TSH

Document 50-2

Employer: LOCAL UNION NO 100  
Account: 681900-0100  
Page: 2 of 2  
Date Printed: 10/26/2001

Filed 09/11/2003

Page 81 of 95

Account No: 881900-0100

Local Contract: 00100A

Week Beginning On: 09/30/2001 10/07/2001 10/14/2001 10/21/2001

SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks

|             |                       |      |   |      |   |      |   |      |   |  |  |
|-------------|-----------------------|------|---|------|---|------|---|------|---|--|--|
| 403-35-3255 | MEECE, HEATHER M      |      |   |      |   |      |   |      |   |  |  |
| 269-48-1978 | MINIX, JOHN D         |      |   |      |   |      |   |      |   |  |  |
| 405-90-0009 | MON GOMERY, TIMOTHY J | ACTP | 1 | ACTP | 1 | ACTP | 1 | ACTP | 1 |  |  |
| 276-36-2079 | SCHWEITZER, THOMAS A  | LOU  | 0 | LOU  | 0 | LOU  | 0 | LOU  | 0 |  |  |
| 289-52-7371 | STAPLETON, TROY H     |      |   |      |   |      |   |      |   |  |  |
| 402-56-5471 | WILLIS, ARTHUR D      |      |   |      |   |      |   |      |   |  |  |

Handwritten note: Please check with [unclear] 10/26/01

CURRENT PERIOD ADDS OR ADJUSTMENTS

|           |      |                           |  |  |  |  |  |  |  |  |  |
|-----------|------|---------------------------|--|--|--|--|--|--|--|--|--|
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |

Local/Contract Subtotals H&W Weeks 4 4 4 4  
Pension Weeks 5 5 5 5  
H & W Amounts Due: (09/30,10/07,10/14,10/21) # of Weeks 64 \* \$ 175.70 = 11,244.80  
Pension Amounts Due: (09/30,10/07,10/14,10/21) # of Weeks 68 \* \$158.00 = 10,744.00  
Total Due: 11,244.80 Total Due: 10,744.00

Prepared By: HEATHER MEECE Preparer's Phone #: (513) 769-5100 Preparer's Fax#: (513) 769-5100

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241

Handwritten signature: *Heather Meece*

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100** 13-1/420  
 affiliated with the International Brotherhood of Teamsters

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100 **034629**

NOVEMBER 14 2001

\*\*\*\$11,244.80\*\*

PAY TO THE ORDER OF

CENTRAL STATES H&W FUND  
 DEPARTMENT 10291  
 PALATINE, IL 60055-1201 18552 05 112601 7636  
 FIRSTSTAR  
 Cincinnati, Ohio  
 Evendale Branch

Acct#8811900-0100

*Alan S. Barnes* PRESIDENT  
*David W. G...* SECRETARY-TREASURER

⑈034629⑈ ⑆042000013⑆ ⑈8360620⑈ ⑆0001124480⑆

⑈034629⑈ ⑆042000013⑆ 8360620⑈ ⑆0001124480⑆

**TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100** 13-1/420  
 affiliated with the International Brotherhood of Teamsters

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100 **034630**

NOVEMBER 14 2001

\*\*\*\$10,744.00\*\*

PAY TO THE ORDER OF

CENTRAL STATES PENSION FUND  
 DEPARTMENT 10291  
 PALATINE, IL 60055-1201 18553 05 112601 7636  
 FIRSTSTAR  
 Cincinnati, Ohio  
 Evendale Branch

Acct#8811900-0100

*Alan S. Barnes* PRESIDENT  
*David W. G...* SECRETARY-TREASURER

⑈034630⑈ ⑆042000013⑆ ⑈8360620⑈ ⑆0001074400⑆

01 XXX CHN 11/26/01  
SORT 150  
075000022 FIRSTAR

5353848506

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
TYPE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
ACPT. W/O PREJUDICE

1201185552 042000467 1201185552 11-26-01 575 005 55 45  
1201185552 11-26-01 575 005 55 45

15 7873 CHIC 11/23/01  
XXXXXXXXXXXXX SORT 164  
075000024 FIRSTAR

7575489658

01 XXX CHN 11/26/01  
SORT 150  
075000022 FIRSTAR

5353848507

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
TYPE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
ACPT. W/O PREJUDICE

1201185553 042000467 1201185553 11-26-01 575 013 55 45  
1201185553 11-26-01

15 7873 CHIC 11/23/01  
XXXXXXXXXXXXX SORT 164  
075000024 FIRSTAR

7575489679



Central States Southeast and Southwest Areas  
Health and Welfare and Pension Funds  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847/518-9600

Employer: LOCAL UNION NO 100  
Account: 8811900-0100  
Page: 1 of 2  
Date Printed: 11/20/2001

This is your **Turnaround Document** for the billing period from 10/28/2001 - 11/24/2001. We have listed all individuals last reported to us with their last known status. If there are any changes to these individuals' work history, indicate them directly on the form. If there are additional individuals to report for the current period or there are changes for prior periods, please report this to us in the space provided. Be sure to include the Addresses, Birth Dates and Site Codes for all new hires. Please call your Account Analyst Maureen McDonough at 1-800-323-2152 on Ext 3619 if you have any questions.

The due date for payment of all amounts due and reporting any work history changes is the **15th of the month** following the month covered. Anything received after the **15th of the month** is subject to interest charges or credit denial, in accordance with Central States Funds' rules. Further, if your payment or reports are late, your employees' coverage may be suspended.

**Certification Clause:** By making payments or reporting work history, the employer hereby reaffirms his obligation to make contributions required by the Collective Bargaining Agreement and further represents that all employees eligible to participate in the Funds, in accordance with the rules of the Funds and the Employee Retirement Income Security Act of 1974 are being reported and only eligible employees are being reported.

A separate statement may be sent on the first of the month listing all open balances. If you have no open balances, you will not receive a statement.

**STATUS CODE** - If the individual was inactive for the entire week, enter the inactive status code from the list below and indicate the number of units obligated for each individual for each week, if different than stated. If the status box is blank, the status is assumed ACTIVE.

**Status Codes - Contributions Owed \***

ACT - Active  
FLP - Family Leave Paid  
LOP - Layoff Paid  
RTP - Retiree Paid  
STR - Strike  
WCP - Workmens Comp Paid  
AFW - Available For Work  
LAP - Leave Of Absence Paid  
MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

**Status Codes - Contributions Not Owed**

DEC - Deceased  
FLU - Family Leave Unpaid  
LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended  
DIS - Discharged  
IHU - Insufficient Hours  
LOU - Layoff Unpaid  
NCP - Non-Covered Position  
QTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 10/28/2001 11/04/2001 11/11/2001 11/18/2001

| SITE CODE | SSN         | Name                | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|---------------------|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V     |        |     |        |     |        |     |        |     |
|           | 300-56-5878 | BARNES, A K         |        |     |        |     |        |     |        |     |
|           | 286-74-5143 | BOWERS, LISA L      |        |     |        |     |        |     |        |     |
|           | 297-56-0527 | GABBARD, HARRY C    |        |     |        |     |        |     |        |     |
|           | 226-48-5920 | GIBSON, LARRY E     |        |     |        |     |        |     |        |     |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J  |        |     |        |     |        |     |        |     |
|           | 400-58-8411 | GREEN, ARTHUR C     |        |     |        |     |        |     |        |     |
|           | 299-52-0273 | HOWARD, CHERYL C    | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M       |        |     |        |     |        |     |        |     |
|           | 406-66-5415 | KELLS, FREDDIE D    |        |     |        |     |        |     |        |     |
|           | 305-48-0513 | KINMAN, E T         |        |     |        |     |        |     |        |     |
|           | 559-66-6862 | MANN JR, HOMER E    |        |     |        |     |        |     |        |     |
|           | 302-74-5585 | MC FARLAND, SARAH E |        |     |        |     |        |     |        |     |

*Frederick*

Page Subtotals H&W Weeks  
Pension Weeks

Continued...

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

If there are no changes to the information listed for 8811900-0100  
the amount due on 12/15/2001 for Health & Welfare  
for the billing period Nov. 2001 is: \$11,244.80

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES H&W FUND  
CHECK# 24550

H&W PAYMENT AMOUNT: \$ 11,244.80

If there are no changes to the information listed for 8811900-0100  
the amount due on 12/15/2001 for Pension  
for the billing period Nov. 2001 is: \$10,112.00

EMPLOYER: LOCAL UNION NO 100  
ACCOUNT # 8811900-0100

MAKE CHECK PAYABLE TO: CENTRAL STATES PENSION FUND  
CHECK# 24550

PENSION PAYMENT AMOUNT: \$ 10,112.00

MAIL TO:  
CENTRAL STATES FUNDS  
DEPARTMENT 10291  
PALATINE, IL 60055-0291



Central States Southeastern and Southwestern Local Union No. 100  
Health and Welfare and Pension Funds  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847/518-9900

Case 1:02-cv-00052-TSH-TSH

Document 50-2

Employer: LOCAL UNION NO 100  
Account: 8811900-0100  
Page: 2 of 2  
Date Printed: 11/20/2001

Filed 09/11/2003

Page 85 of 95

Account No.: 8811900-0100

Local Contract: 00100A

Week Beginning On: 10/28/2001 11/04/2001 11/11/2001 11/18/2001  
SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks

|             |                      |     |   |     |   |     |   |     |   |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|
| 403-35-3255 | MEECE, HEATHER M     |     | 1 |     | 1 |     | 1 |     | 1 |
| 269-48-1978 | MINIX, JOHN D        |     | 1 |     | 1 |     | 1 |     | 1 |
| 276-36-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |
| 289-52-7371 | STAPLETON, TROY H    |     | 1 |     | 1 |     | 1 |     | 1 |
| 402-56-5471 | WILLIS, ARTHUR D     |     | 1 |     | 1 |     | 1 |     | 1 |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|           |      |                           |  |  |  |  |  |  |  |
|-----------|------|---------------------------|--|--|--|--|--|--|--|
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |

Local/Contract H&W Weeks  
Subtotals

41 4 4 4

Pension Weeks

4 4 4 4

H & W Amounts Due: (10/28,11/04,11/11,11/18)

Pension Amounts Due: (10/28,11/04,11/11,11/18)

# of Weeks 16 \* \$ 175.70 = 2811.20

# of Weeks 16 \* \$158.00 = 2528.00

Total Due:

11,244.80

Total Due:

10,112.00

Prepared By: HEATHER MEECE Preparer's Phone #: 513 769-7100 Preparer's Fax#: 513 769-7100

PLEASE DETACH ALONG THIS LINE AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108

RETURN PORTION BELOW LINE TO DEPARTMENT 10291, PALATINE, IL 60055-0291

Please use the reverse side to compute the amounts due and complete the remittance advice with the total amount of your payment.

HEATHER MEECE  
LOCAL UNION NO 100  
2100 OAK ROAD  
CINCINNATI, OH 45241



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

034850

DECEMBER 14 2001

\*\*\*\*\*11,244.80\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100

*James J. Gyn*  
PRESIDENT  
*Freddie Kell*  
SECRETARY-TREASURER

⑈034850⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001124480⑈

⑈4⑈ ⑆042000013⑆

8360620⑈

⑈0001124480⑈



# TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

034851

DECEMBER 14 2001

\*\*\*\*\*10,112.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

Acct#8811900-0100

*James J. Gyn*  
PRESIDENT  
*Freddie Kell*  
SECRETARY-TREASURER

⑈034851⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001011200⑈

⑈4⑈ ⑆042000013⑆

8360620⑈

⑈0001011200⑈

CREDIT TO ACCOUNT OF  
WITH NAMED PAYEE  
ABSENCE ENDORSEMENT  
GUA. 12/21/01  
PMT. AC. 12/21/01

1912 CHIN 12/21/01  
11110000120 021 121  
075000020  
12/21/01

16 7019 CHIC 12/20/01  
XXXXXXXXXXXX SORT 160  
10750000224 FIRSTAR  
75/5110517

097156545 12/21/2001 1912 CHIN 075000022

CREDIT TO ACCOUNT OF  
WITH NAMED PAYEE  
ABSENCE ENDORSEMENT  
GUA. 12/21/01  
PMT. AC. 12/21/01

1912 CHIN 12/21/01  
11110000120 021 121  
075000020  
12/21/01

16 7019 CHIC 12/20/01  
XXXXXXXXXXXX SORT 160  
10750000224 FIRSTAR  
75/5110517

097156544 12/21/2001 1912 CHIN 075000022



Central States Southeast and Southwest Areas  
Health and Welfare and Pension Funds  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 847/518-9800

Employer: LOCAL UNION NO 100

Account: 8811900-0100

Page: 1 of 2

Date Printed: 12/21/2001

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MLP - Military Leave Paid  
SLP - Sick Leave Paid  
VAC - Vacation

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LAU - Leave Of Absence Unpaid  
MLU - Military Leave Unpaid  
PRB - Probation  
RTU - Retiree Unpaid  
SUS - Suspended  
DIS - Discharged  
IHU - Insufficient Hours  
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NCP - Non-Covered Position  
QTU - Quit  
SLU - Sick Leave Unpaid  
WCU - Workmens Comp Unpaid

\* If Contributions Owed are for Health or Pension only, indicate with an H or P (E.g., FLP-H)

Account No.: 8811900-0100

Local Contract : 00100A

SITE CODE SSN Name Week Beginning On: 11/25/2001 12/02/2001 12/09/2001 12/16/2001 12/23/2001

| SITE CODE | SSN         | Name               | Status | Wks | Status | Wks | Status | Wks | Status | Wks | Status | Wks |
|-----------|-------------|--------------------|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|
|           | 404-50-9197 | AGNOR, RONALD V    |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 300-56-5878 | BARNES, A K        |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 286-74-5143 | BOWERS, LISA L     |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 297-56-0527 | GABBARD, HARRY C   |        | 1   | LOU    | X   | LOU    | X   | LOU    | X   | LOU    | X   |
|           | 226-48-5920 | GIBSON, LARRY E    |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 296-52-5039 | GOSSMAN, CYNTHIA J |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 400-58-8411 | GREEN, ARTHUR C    |        | 1   |        | 1   | LOU    | X   | LOU    | X   | LOU    | X   |
|           | 299-52-0273 | HOWARD, CHERYL C   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   | LOU    | 0   |
|           | 279-54-8415 | JONES, ALAN M      |        | 1   |        | 1   | LOU    | X   | LOU    | X   | LOU    | X   |
|           | 406-66-5415 | KELLS, FREDDIE D   |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 305-48-0513 | KINMAN, E T        |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 559-66-6862 | MANN JR, HOMER E   |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |
|           | 302-74-5585 | MCFARLAND, SARAH E |        | 1   |        | 1   |        | 1   |        | 1   |        | 1   |

Page Subtotals

H&W Weeks  
Pension Weeks

12 11 9 9 9  
12 11 9 9 9

Continued...

PLEASE RETURN THIS FORM AND RETURN PORTION ABOVE LINE TO P.O. BOX 5108, DES PLAINES, IL 60017-5108



Case 1:02-cv-00052-TSH-TSH  
Central States Southeast and Southwest Areas  
Health and Welfare and Pension Funds  
P.O. Box 5108  
Des Plaines, IL 60017-5108  
Phone: 647/516-9600

Document 50-2

Filed 09/11/2003 Page 89 of 95

Employer: LOCAL UNION NO 100  
Account: 8811900-0100  
Page: 2 of 2  
Date Printed: 12/21/2001

Account No.: 8811900-0100

Local Contract : 00100A

Week Beginning On: 11/25/2001 12/02/2001 12/09/2001 12/16/2001 12/23/2001

SITE CODE SSN Name Status Wks Status Wks Status Wks Status Wks Status Wks

|             |                      |     |   |     |   |     |   |     |   |     |   |
|-------------|----------------------|-----|---|-----|---|-----|---|-----|---|-----|---|
| 403-35-3255 | MEECE, HEATHER M     |     | 1 |     | 1 |     | 1 |     | 1 |     | 1 |
| 269-48-1978 | MINIX, JOHN D        |     | 1 |     | 1 | LOU | 1 | LOU | 1 | LOU | 1 |
| 276-36-2079 | SCHWEITZER, THOMAS A | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 | LOU | 0 |
| 289-52-7371 | STAPLETON, TROY H    |     | 1 |     | 1 |     | 1 |     | 1 |     | 1 |
| 402-56-5471 | WILLIS, ARTHUR D     |     | 1 |     | 1 |     | 1 |     | 1 |     | 1 |

CURRENT PERIOD ADDS OR ADJUSTMENTS

|           |      |                           |  |  |  |  |  |  |  |  |  |
|-----------|------|---------------------------|--|--|--|--|--|--|--|--|--|
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |
| Site Code | SSN  | Date of Birth             |  |  |  |  |  |  |  |  |  |
|           | Name | Address: City, State, Zip |  |  |  |  |  |  |  |  |  |

Local/Contract H&W Weeks  
Subtotals

4 4 3 3 3  
4 4 3 3 3

Pension Weeks

H & W Amounts Due: (11/25,12/02,12/09,12/16,12/23)

# of Weeks

67 \* \$ 175.70 = 11,771.90

Total Due:

11,771.90

Pension Amounts Due: (11/25,12/02,12/09,12/16,12/23)

# of Weeks

67 \* \$158.00 = 10,586.00

Total Due:

10,586.00



Prepared By: HEATHER MEECE Preparer's Phone #: 513 769-5100 Preparer's Fax#: 513 769-4420



TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

035040

JANUARY 17 2002

\*\*\*\*\*11,771.90\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES H&W FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

*Don Bumpkin*  
PRESIDENT

*Jimmy Reed*  
SECRETARY-TREASURER

⑈035040⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001177190⑈



TRUCK DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 100

affiliated with the International Brotherhood of Teamsters

13-1/420

2100 OAK ROAD CINCINNATI, OHIO 45241 513/769-5100

035041

JANUARY 17 2002

\*\*\*\*\*10,586.00\*\*

PAY  
TO THE  
ORDER  
OF

CENTRAL STATES PENSION FUND  
DEPARTMENT 10291  
PALATINE IL 60055-0291

FIRSTAR  
Cincinnati, Ohio  
Evendale Branch

*Don Bumpkin*  
PRESIDENT

*Jimmy Reed*  
SECRETARY-TREASURER

⑈035041⑈ ⑆042000013⑆

⑈8360620⑈

⑈0001058600⑈

01 1807 CHIC 01/23/02  
111410002120 SRT 172  
0750000224 FIRSTAR

5050565078

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

16 7902 CHIC 01/23/02  
000000000000000000  
07500000224 FIRSTAR

7676248239

01 1807 CHIC 01/23/02  
111410002120 SRT 172  
0750000224 FIRSTAR

5050565089

CREDIT TO ACCOUNT OF  
WITHIN NAMED PAYEE.  
ABSENCE OF ENDORSEMENT  
GUARANTEED. MFSC #1  
PMT. ACPT. W/O PREJUDICE

16 7902 CHIC 01/23/02  
000000000000000000  
07500000224 FIRSTAR

7676252147

## **EXHIBIT 5**

# **DEPOSITION NOTICE OF FREDDIE KELLS**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

THOMAS A. SCHWEITZER

Plaintiff

vs.

TEAMSTERS LOCAL 100

Defendant

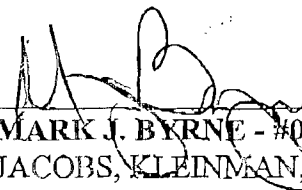
: CIVIL ACTION NO. C-1-02-052

: MAGISTRATE JUDGE HOGAN

: NOTICE TO TAKE DEPOSITION  
: OF FREDDIE KELLS

Please take notice that pursuant to Federal Rules of Civil Procedure 30 and 32, Plaintiff by and through counsel will take the deposition of Freddie Kells for all purposes permitted under the Federal Rules of Civil Procedure and Evidence. Said deposition will take place on the 5<sup>th</sup> day of May, 2003 at 12:00 p.m., at the offices of Jacobs, Kleinman, Seibel & McNally, 1014 Vine Street, Suite 2300, Cincinnati, Ohio, 45202. You are invited to attend and participate.

RESPECTFULLY SUBMITTED,

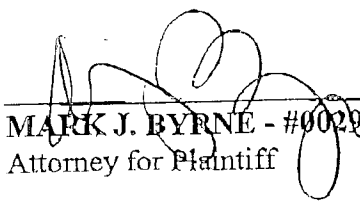
  
MARK J. BYRNE - #0029243  
JACOBS, KLEINMAN, SEIBEL & MCNALLY  
Attorney for Plaintiff  
2300 Kroger Building  
1014 Vine Street  
Cincinnati, OH 45202  
Tele (513) 381-6600  
Fax (513) 381-4150

OF COUNSEL:

Ronald Bella  
Bella, Newman & Associates  
810 Sycamore Street  
Cincinnati, OH 45202  
Tele (513) 357-2900

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been forwarded to Karl E. Williamson, Attorney for Defendant, 904 Highland Tower, 1071 Celestial Street, Cincinnati, Ohio, 45202, by facsimile, this 29<sup>th</sup> day of April, 2003.

  
\_\_\_\_\_  
MARK J. BYRNE - #0029243  
Attorney for Plaintiff

03 15:31 FAX 5133814150

JKSM

AQ88 (Rev. 1/94) Subpoena in a Civil Case

Issued by the  
UNITED STATES DISTRICT COURT

Southern

DISTRICT OF Ohio

Thomas A. Schweitzer

V.

Teamsters Local 100

## SUBPOENA IN A CIVIL CASE

Case Number:<sup>1</sup> C-1-02-052

TO: Freddie Kells  
1422 Heathrow Court  
Milford, OH 45150

- ☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

- ☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

Jacobs, Kleinman, Seibel &amp; McNally, 1014 Vine Street, Suite 2300, Cincinnati, OH 45202

DATE AND TIME

May 5, 2003 at 12:00 p.m.

- ☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE

DATE AND TIME

- ☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Mark J. Byrne, 1014 Vine Street, Suite 2300, Cincinnati, Ohio, 45202  
(513) 381-6600

(See Rule 45, Federal Rules of Civil Procedure, Parts C &amp; D on next page)

<sup>1</sup> If action is pending in district other than district of issuance, state district under case number.